

Purchasing Department

140 Stonewall Avenue West, Ste 204 Fayetteville, GA 30214 Phone: 770-305-5420 www.fayettecountyga.gov

February 28, 2019

Subject: Invitation to Bid #1644-B: Hauling Services

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified responders for an annual contract for tandem axle dump truck hauling services to be ordered as needed, in accordance with the information and specifications contained herein.

Please note, for determining the bid which is the best value, the county will use a weighted price calculation. The "weights" can be seen on the Pricing Sheet portion of the Invitation for Bids. The weighted prices will be used only for vendor selection, and not for actual payments to the contractor.

Questions concerning this invitation to bid should be addressed to Trina Barwicks, Contract Administrator in writing via email to tbarwicks@fayettecountyga.gov or fax to (770) 719-5515. Questions will be accepted until 3:00 pm, Thursday, March 14, 2019.

The Purchasing Department office hours are Monday through Friday 8:00am to 5:00pm excluding holidays. The office telephone number is (770) 305-5420.

Please send or deliver your bid to the following address:

Fayette County Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, Georgia 30214

Bid Number: 1644-B

Bid Name: Hauling Services

Your envelope must be sealed, and should show your company's name and address.

Bids will be received at the above address until 3:00pm, Wednesday, March 20, 2019 in the Purchasing Department, Suite 204. Bids will be opened at that time.

Bids must be signed to be considered. Late bids cannot be considered. Faxed or emailed bids cannot be considered.

If you downloaded this Invitation to Bid from the county's website, it will be your responsibility to check the website for any addenda that might be issued for this solicitation. The county cannot not be responsible for a bidder not receiving information provided in any addenda.

Thank you for participating in this solicitation process.

Sincerely,

Ted L. Burgess

Director of Purchasing

TLB/tcb

GENERAL TERMS AND CONDITIONS ITB #1644-B: HAULING SERVICES

- Definitions: The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful bidder." The term "county" shall mean Fayette County, Georgia.
- 2. **Bid is Offer to Contract**: Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
- 3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
- 4. Bidder's Questions: The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least six days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county's website at https://fayettecountyga.gov/purchasing/bids_and_proposals.htm. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
- 5. **References**: Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
- 6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder's company name,
 - b. The bid number, which is #1644-B, and
 - c. The "reference" which identifies the bid, which is "Hauling Services".

Mail or deliver one (1) <u>unbound</u> original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, to:

Fayette County Georgia Purchasing Department 140 Stonewall Avenue West, Suite 204 Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

- 7. Bid Preparation Costs: The bidder shall bear all costs associated with preparing the bid.
- 8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
- 9. **More than One Bid**: Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
- 10. Bid Corrections or Withdrawals: The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
- 11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
- 12. **Prices Held Firm**: Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
- 13. **Hours are Estimates**: Hours listed herein are estimates, based on available funding and other factors. The county reserves the right to order larger or smaller hours at the hourly prices stated in the bid of the successful bidder.
- 14. Brand Name: If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
- 15. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
- 16. **Samples**: When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
- 17. **Non-Collusion**: By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.

- 18. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
- 19. Secondary & Tertiary Contracts: The County may award a secondary and tertiary contract to the responsive, responsible bidder making the second and third lowest bid. Considerations in selecting a secondary and tertiary contract will be the same as for the primary contract.
- 20. Discounts: Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
- 21. **Trade Secrets Confidentiality**: If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
- 22. Trade Secrets Internal Use: In submitting a bid, the bidder agrees that the county may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
- 23. Ethics Disclosure of Relationships: Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including inlaws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

- 24. **Contract Execution & Notice to Proceed**: After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.
- 25. **Term of Contract**: The term of this agreement shall begin July 1, 2019, and continue through June 30, 2020. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
- 26. Unavailability of Funds: This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
- 27. **Insurance**: The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance**: \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance**: \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. Worker's Compensation & Employer's Liability Insurance: Workers Compensation as required by Georgia statute.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia 140 Stonewall Avenue West Fayetteville, GA 30214

- 28. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
- 29. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the County.
- 30. Indemnification: The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.

- 31. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 32. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
- 33. Substitution of Contracted Items: The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
- 34. Termination for Cause: The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
- 35. **Termination for Convenience**: The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
- 36. **Force Majeure**: Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
- 37. Governing Law: This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

Fayette County, Georgia Checklist of Required Documents

(Be Sure to Return This Checklist and the Required Documents in the order listed below)

ITB #1644-B: HAULING SERVICES

Company information – on the form provided	
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	
Pricing sheet	
List of exceptions, if any – on the form provided	
References – on form provided	
Signed Addenda, if any	
COMPANY NAME:	

COMPANY INFORMATION

ITB #1644-B: HAULING SERVICES

COMPANY	
Company Name:	
Physical Address:	
Mailing Address (if different):	
AUTHORIZED REPRESENTATIVE	
Signature:	
Printed or Typed Name:	
Title:	
	Fax Number:
PROJECT CONTACT PERSON	
Name:	
Title:	
Office Number:	Cellular Number:
Email Address:	

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number	
Date of Authorization	
Name of Contractor	
ITB #1644-B: HAULING SERVICES	
Name of Project	
FAYETTE COUNTY GEORGIA	
Name of Public Employer	2
I hereby declare under penalty of perjury that the forego	ing is true and correct.
Executed on,, 2019 in (city)	, (state)
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE DAY OF	, 2019.
NOTARY PUBLIC	
My Commission Expires:	

ITB #1644-B: HAULING SERVICES SCOPE OF SERVICES

INTRODUCTION

Bids are being solicited to supply Fayette County Public Works Department with tandem axle dump truck hauling services. Materials to be hauled are those regularly encountered in the construction and maintenance of County roads. Materials include, but are not limited to: asphalt, stone, graded aggregate base, and soil. The contract resulting from this invitation to bid will begin on July 1, 2019 through June 30. 2020, with the option of two (2) twelve month contract renewals.

SPECIFICATIONS

- 1. A minimum of 5 trucks shall be available for hauling services. Notification for the need of trucks will be made by 5:30pm the day before by e-mail. The number of trucks required will vary on a project by project basis. Failure to provide the requested amount of trucks shall be cause for Fayette County to utilize the services of a secondary hauling company.
- 2. The County reserves the right to give the hauling company a minimum one hour cancelation notice in the event of weather conditions or the asphalt plant being down.
- 3. The successful primary vendor will be utilized primarily, but in the event the primary vendor cannot meet the needs of the Fayette County Public Works Department, the secondary vendor shall be contacted to meet our hauling needs.
- 4. The successful contractor will supply one point of contact, in the event the County needs to give directions or instructions to the hauling company.
- 5. Description of truck: Standard 10-wheeled dump truck with tandem rear axles capable of legally hauling at least 16 tons.
- 6. Truck(s) must be able to travel to/from any asphalt plant, rock quarry or other supply source within Fayette, Clayton, Coweta, Henry, South Fulton and Spalding Counties.
- 7. Trucks shall fully comply with Georgia Department of Transportation (GDOT) asphalt hauling requirements regarding insulated bodies, full-cover tarps (not mesh type/debris tarps), temperature holes drilled into non-traffic side body panel, etc. All trucks shall be capable of being locked-in to the Road Department's asphalt paving machine (Leeboy 8616). Trucks with rear tow hooks or tailgate guards will not be accepted for hauling asphalt. Trucks must be equipped with the following: tailgate chains to facilitate the spreading of gravel; a CB radio capable of communicating with other trucks, asphalt plant and/or rock quarry plant; and rear tailgate lips. All loads need to be strapped down by using the truck's tarp when traveling through the County. The County reserves the right to discontinue the use of a particular driver for an improperly equipped truck.
- 8. Trucks shall meet all State road safety requirements. Trucks shall be in good reliable working condition and able to pass State inspections. Fayette County will not be held responsible for trucks being operated in an unsafe or illegal manner.

- 9. Truck drivers shall be capable of smoothly backing in their trucks to the asphalt paving machine road widener or similar equipment and following the operator's instructions. The County reserves the right to discontinue the use of any driver for failure to perform in a satisfactory manner. (Example: The driver cannot unload asphalt into the hopper of a paving spreader without dumping asphalt into the road way or does not follow the operator's instructions.) Drivers shall be productive and efficient when hauling for Fayette County.
- 10. All truck beds shall be thoroughly cleaned before the start of work, each day. The County has the right to inspect each truck bed. All trucks with dirt, debris, etc., in their bed will be asked to leave and the County will not be charged for any rejected truck(s). The driver's negligence to clean out the truck bed before hauling asphalt could result in the work being performed by Fayette County to fail meeting GDOT standards.
- 11. Any accidents or incidents involving the contracted truck(s) shall be the responsibility of the hauling company to resolve or correct. This includes traveling to or from the worksite, the worksite area or other area the trucks need to access for the work. The successful bidder shall hold Fayette County, its agents or representatives harmless from any claims relating to traffic accidents, citations, incidents or damages involving said truck(s).
- 12. Any truck damage caused as a result of Fayette County equipment operations (e.g. a busted tire from the lock-in arm of the paving machine) shall be coordinated for repair by Fayette County. Any other internal or external truck damage or breakdown (mechanical/hydraulic/engine/etc.) shall not be the responsibility of Fayette County.
- 13. A Fayette County Marshal shall be called to document all damages and determine the cause. Any damage done to Fayette County equipment shall be repaired by the hauling company as determined by the Fayette County Marshal's Office.
- 14. The successful bidder shall have at least the minimum insurance coverage as discussed elsewhere in this document.
- 15. Fayette County will provide a minimum of four (4) hours guaranteed hauling time per day when work has been initiated. The County in no way implies or guarantees an eight (8) hour workday or pay day. Fayette County will pay any additional hours actually worked above the four (4) hour minimum.
- 16. The hourly rate shall include truck, Operator, fuel, insurance, business licenses, pickup and delivery of materials and any other fees or permits required by state or local laws as needed to accomplish the hauling services covered by this contract.
- 17. The hourly rate for hauling services shall be based on the diesel fuel price indicated by Georgia Department of Transportation fuel price index published monthly. The index can be found at: www.dot.ga.gov/PS/Materials/AsphaltFuelIndex.
- 18. The Prime Contractor shall pay their sub-contractor for satisfactory performance of their contracts no later than 10 calendar days from receipt of payment made to them by Fayette County. Any delay or postponement of payment among the parties may take place only for a good cause. If the Prime Contractor is found to be in noncompliance with these provisions, it may constitute a breach of contract and further payments of any

work performed may be withheld until corrective action is taken by the Prime Contractor. If the corrective action is not taken, it may result in the termination of the contract.

- 19. Invoices shall be submitted within 30 days of performing the work.
- 20. Each driver shall fill out and submit A Daily Time Sheet that provides the following information: Truck number, driver's name, start and ending time for each day and total hours worked; material type of each load, load ticket number, destination for each load, and time of arrival at the destination.
- 21. Daily Time Sheets signed by a Fayette County Road Department employee must accompany the invoice.
- 22. Asphalt hauling experience is important in this bid. Failure to provide asphalt hauling references may result in disqualification.

PRICING SHEET - ITB #1644-B: HAULING SERVICES

HOURLY RATE PER FUEL PRICE INDEX FOR DIESEL (GDOT OFFICE OF MATERIALS AND RESEARCH)

THIS SECTION, COUNTY USE ONLY

Price <u>Range</u>	Bid Actual <u>Hourly Price</u>		<u>Weight</u>		Weighted Price (For Award Purposes Only)
\$0.50 to \$0.99		X	0.50	=	
\$1.00 to \$1.49		X	0.50	=	
\$1.50 to \$1.99		X	0.75	=	
\$2.00 to \$2.49		X	1.00	=	
\$2.50 to \$2.99		X	1.00	=	
\$3.00 to \$3.49		X	1.00	=	
\$3.50 to \$3.99		X	1.00	=	
\$4.00 to \$4.49		Х	0.75	=	
\$4.50 to \$4.99		X	0.75	=	
\$5.00 to \$5.49		X	0.50	=	
\$5.50 to \$5.99		X	0.50	=	
Notes					

Note:

- The "Weighted Hourly Price" is only for determining the bid that offers the best value for the county, assuming anticipated future GDOT diesel fuel price index averages. The contracted price will be the full "Bid Hourly Price." The weighted price section is for County use only.
- The hourly rate shall include truck, operator, fuel, insurance, business licenses, pickup and delivery of materials and any other fees or permits required by state or local laws as needed to accomplish the hauling services covered by this agreement.

STATE NUMBER OF TRUCKS OWNED BY COMPANY	•
STATE NUMBER OF TRUCKS AVAILABLE WITH 12 HOUR NOTICE	
STATE PAYMENT TERMS	DAYS.
COMPANY NAME:	

EXCEPTIONS TO SPECIFICATIONS

ITB #1644-B: HAULING SERVICES

	200000			
		7		
*************************************	** ** ** ***	nys.		
		OMETHE .		
		IS STEWNORS	3 10 11 10	1000
		93191000 - C	291W	

REFERENCES - ITB #1644-B: HAULING SERVICES

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are required.

REFERENCE ONE	
Government/Company Name	
City	
Contact Person and Title	
Phone	Contract Period
Scope of Work	
REFERENCE TWO	
Government/Company Name	
City	
Contact Person and Title	
Phone	Contract Period
Scope of Work	
REFERENCE THREE	
Government/Company Name	
City	
Contact Person and Title	
Phone	Contract Period
Scope of Work	
COMPANY NAME	