



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

June 16, 2022

**Subject: Invitation to Bid #2131-B ANNUAL HAULING CONTRACT**

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for hauling services to be ordered as needed, in accordance with the information and specifications contained herein.

Questions concerning this invitation to bid should be addressed to Sherry White in writing via email to [swhite@fayettecountyga.gov](mailto:swhite@fayettecountyga.gov) or fax to (770) 719-5544. Questions will be accepted until 12:00 p.m., Tuesday, July 5, 2022.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

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

Bid Number: 2131-B  
Bid Name: **ANNUAL HAULING CONTRACT**

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

Bids will be received at the above address until 3:00 p.m., Tuesday, July 12, 2022, 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 bids or emailed bids cannot be considered.

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

Ted L. Burgess  
Director of Purchasing

**GENERAL TERMS AND CONDITIONS**  
**Invitation to Bid #2131-B: ANNUAL HAULING CONTRACT**

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions 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 until the date of award, 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](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 **#2131-B**, and
  - c. The bid name, which is **ANNUAL HAULING CONTRACT**

Mail or deliver one (1) original, unbound (no staples or paper clips) bid, signed in ink by a company official authorized to make a legal and binding offer to:

Fayette County Government  
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 specified on the Invitation to Bid cover letter or a subsequent addendum 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 a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
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. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with county requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The county reserves the right to order larger or smaller quantities at the 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. **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.
17. **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.

18. **Secondary Contracts:** The County reserves the right to award a secondary contract to the responsive, responsible bidder making the second lowest bid. Considerations in selecting a secondary contract will be the same as for the primary contract.
19. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. 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 invoice acceptance by the County, 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.
20. **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).
21. **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.
22. **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 in-laws). 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 in 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.

23. **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.

24. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed and continue through June 30, 2023. 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).
25. **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.
26. **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

27. **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.
28. **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.
29. **Indemnification:** The contractor shall 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.

30. **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.
31. **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.
32. **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.
33. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
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.

## Checklist of Required Documents

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

### ITB #2131-B: ANNUAL HAULING CONTRACT

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

\_\_\_\_\_

Addenda, if Any

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_



**REFERENCES**  
**ITB #2131-B: ANNUAL HAULING CONTRACT**

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

**1. Government/Company Name** \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**2. Government/Company Name** \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**3. Government/Company Name** \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_



**COMPANY INFORMATION**  
**ITB #2131-B: ANNUAL HAULING CONTRACT**

**A. COMPANY**

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Website (if applicable): \_\_\_\_\_

**B. AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**C. PROJECT CONTACT PERSON**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

#2131-B: ANNUAL HAULING CONTRACT  
\_\_\_\_\_  
Name of Project

Fayette County

\_\_\_\_\_  
Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**SCOPE AND SPECIFICATIONS**  
**ITB #2131-B: ANNUAL HAULING CONTRACT**

**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 for bids will begin upon the issuance of the Notice to Proceed through June 30, 2023, with the option of two (2) twelve month contract renewals.

**SPECIFICATIONS**

1. A minimum of 6 trucks shall be available for hauling services. Notification for the need of trucks will be made by 3:30 PM the day before by e-mail. The number of trucks required will vary on a project by project basis. Failure to provide the requested number of trucks will be cause for Fayette County to utilize the services of a secondary hauling company.
2. If weather conditions prevent operatable work conditions or the asphalt plant is closed for any reason the County reserves the right to give the hauling company a minimum one hour cancelation notice.
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 will be contacted to meet our hauling needs.
4. Truck vendor will supply one point of contact when 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: tail gate chains to facilitate the spreading of gravel; a CB radio capable of communicating with other trucks, asphalt plant and/or rock quarry plant; 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 truck if it is improperly equipped.
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 roadway 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 and all trucks with dirt, debris, etc. in their bed will be asked to leave and the County will not be charged for rejected trucks. Negligence to clean out truck bed before hauling asphalt by the driver could result in the work being performed by the County to fail to meet GDOT standards.
11. Any accidents or incidents involving the contracted trucks 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 stated in the Terms & Conditions #26 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 a ten (10) 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/AphaltFuelIndex](http://www.dot.ga.gov/PS/Materials/AphaltFuelIndex)
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. A Daily Time Sheet shall be filled out by each driver 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 #2131-B: ANNUAL HAULING CONTRACT**  
**Page 1**

| Price Range        | Hourly Rate |   | Weight |   | Weighted Price (For Award Purposes Only) |
|--------------------|-------------|---|--------|---|------------------------------------------|
| \$2.00 to \$2.50   |             | X | 0.50   | = |                                          |
| \$2.51 to \$3.00   |             | X | 0.75   | = |                                          |
| \$3.01 to \$3.50   |             | X | 0.75   | = |                                          |
| \$3.51 to \$4.00   |             | X | 0.75   | = |                                          |
| \$4.01 to \$4.50   |             | X | 1.00   | = |                                          |
| \$4.51 to \$5.00   |             | X | 1.00   | = |                                          |
| \$5.01 to \$5.50   |             | X | 1.00   | = |                                          |
| \$5.51 to \$6.00   |             | X | 1.00   | = |                                          |
| \$6.01 to \$6.50   |             | X | 1.00   | = |                                          |
| \$6.51 to \$7.00   |             | X | 1.00   | = |                                          |
| \$7.00 to \$7.50   |             | X | 1.00   | = |                                          |
| \$7.51 to \$8.00   |             | X | 1.00   | = |                                          |
| \$8.01 to \$8.50   |             | X | 1.00   | = |                                          |
| \$8.51 to \$9.00   |             | X | 1.00   | = |                                          |
| \$9.01 to \$9.50   |             | X | 1.00   | = |                                          |
| \$9.51 to \$10.00  |             | X | 0.75   | = |                                          |
| \$10.01 to \$10.50 |             | X | 0.75   | = |                                          |
| \$10.51 to \$11.00 |             | X | 0.75   | = |                                          |
| \$11.01 to \$11.50 |             | X | 0.75   | = |                                          |
| \$11.51 to \$12.00 |             | X | 0.75   | = |                                          |
| \$12.01 to \$12.50 |             | X | 0.75   | = |                                          |

**PRICING SHEET**  
**ITB #2131-B: ANNUAL HAULING CONTRACT**  
**Page 2**

| Price Range        | Hourly Rate |   | Weight |   | Weighted Price (For Award Purposes Only) |
|--------------------|-------------|---|--------|---|------------------------------------------|
| \$12.51 to \$13.00 |             | X | 0.75   | = |                                          |
| \$13.01 to \$13.50 |             | X | 0.75   | = |                                          |
| \$13.51 to \$14.00 |             | X | 0.50   | = |                                          |
| \$14.01 to \$14.50 |             | X | 0.50   | = |                                          |
| \$14.51 to \$15.00 |             | X | 0.50   | = |                                          |
|                    |             |   |        |   |                                          |

**Notes:**

1. The "Weighted 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 "Hourly Rate." The weighted price section is for County use only.
2. 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 AVAILABLE WITH 12 HOUR NOTICE \_\_\_\_\_.

COMPANY NAME: \_\_\_\_\_

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME: \_\_\_\_\_