



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

June 7, 2023

Subject: Request for Quotes #2271-A Annual Hauling Contract

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

Address any questions you may have about this request for quotes to Sherry White via email to swhite@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 3:00p.m., Friday, June 16, 2023.

Quotes will be accepted until 3:00p.m., Friday, June 23, 2023. Please provide your quote and other information via email to Sherry White, contract administrator at swhite@fayettecountyga.gov or fax to (770) 305-5208.

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.

Sincerely,

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS

RFQ# 2271-A Annual Hauling Contract

1. **Definitions:** The term “contractor” as used in these Terms and Conditions shall be used synonymously with the term “successful responder.” The term “county” shall mean Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the county, incorporating the request for quote and the responder’s quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date to the date of award, unless the responder takes exception to this provision in writing.
4. **References:** Include with your quote 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 request for quote, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the county in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the county may disqualify the quotes from that responder, at the county’s option.
7. **Defects or Irregularities:** The county reserves the right to waive any defect or irregularity in any quote 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.
8. **Brand Name:** If items in this request for quote 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 quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
9. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.

10. **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 quote.
11. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the request for quote, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
12. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote, and is in all respects fair and without collusion or fraud.
13. **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.

14. **Evaluation:** Award will be made to the lowest responsive, responsible responder, 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 responder to perform, and the contractor 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 item, any quote, or all quotes, and to re-solicit for pricing.
15. **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 quote, 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.

16. **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).
17. **Trade Secrets – Internal Use:** In submitting a quote, the responder agrees that the county may reveal any trade secret materials contained in the quote 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 responder 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 responder has designated as a trade secret.
18. **Contract Execution & Notice to Proceed:** After an award is made, and 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 responder prior to the county issuing the Notice to Proceed.
19. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed and continue for a period of one year through June 30, 2024. 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).
20. **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.
21. **Insurance:** The contractor 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 is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

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

22. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the county.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. **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.
30. **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.
31. **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 proper venue in Fayette County, Georgia.

Checklist of Required Documents

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

RFQ #2271-A 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, signed, if any are issued _____

COMPANY NAME: _____

COMPANY INFORMATION
RFQ 2271-A 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: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

REFERENCES
RFQ #2271-A Annual Hauling Contract

Please list three (3) references for current or recent customers who can verify the quality of **asphalt handling** 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: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related 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

2271-A Annual Hauling Contract

Name of Project

Fayette County, Georgia

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 SPECIFICATION
RFQ #2271-A 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 on July 1, 2023, through June 30, 2024, with the option of two (2) twelve-month contract renewals.

SPECIFICATIONS

The number of trucks required will vary on a project-by-project basis. A minimum of 6 trucks shall be available for hauling when County is performing in-house resurfacing operations. Notification for the need of trucks will be made by 12:00 PM the day before by phone call from County representative. Failure to provide the requested number of trucks shall be cause for Fayette County to utilize the services of a secondary hauling company.

Weather conditions or the asphalt plant being down the County reserves the right to give the hauling company a minimum one-hour cancelation notice.

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.

Truck vendor shall supply one point of contact when the County needs to give directions or instructions to the hauling company.

Description of truck: Standard 10-wheeled dump truck with tandem rear axles capable of legally hauling at least 16 tons.

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.

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 driver for an improperly equipped truck.

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.

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.

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.

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).

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.

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.

The successful bidder shall have at least the minimum insurance coverage as discussed else in the terms and conditions of this document.

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 worked above the four (4) hour minimum.

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.

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

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.

Invoices shall be submitted within 30 days of performing the work.

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.

Daily Time Sheets signed by a Fayette County Road Department employee must accompany the invoice.

Asphalt hauling experience is important in this bid. Failure to provide asphalt hauling references may result in disqualification.

PRICING SHEET
RFQ #2271-A Annual Hauling Contract

Responder agrees to perform all the work described in the Contract documents for the following prices:

Price Range	Hourly Rate		Weight		Weighted Price (For Award Purposes Only)
\$1.50 to \$1.99		X	0.50	=	
\$2.00 to \$2.49		X	0.50	=	
\$2.50 to \$2.99		X	0.75	=	
\$3.00 to \$3.49		X	0.75	=	
\$3.50 to \$3.99		X	1.00	=	
\$4.00 to \$4.49		X	1.00	=	
\$4.50 to \$4.99		X	1.00	=	
\$5.00 to \$5.49		X	1.00	=	
\$5.50 to \$5.99		X	0.75	=	
\$6.00 to \$6.49		X	0.75	=	
\$6.50 to \$6.99		X	0.50	=	

NOTES:

1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.

COMPANY'S 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 blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There is no handwriting or other markings on the paper.

COMPANY NAME: _____