



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

June 24, 2024

Subject: Request for Quote #2444-A Dust Control Service

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) 719-5544. Questions will be accepted until 12:00 p.m., Friday, June 28, 2024.

Quotes will be accepted until 3:00p.m, Tuesday, July 9, 2024. Please provide your quote and other information via email to Sherry White, Contract Administrator at swhite@fayettecountyga.gov or fax to (770) 719-5544.

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
Chief Procurement Officer

TLB/sw

Attachement

GENERAL TERMS AND CONDITIONS
RFQ #2444-A Dust Control Service

1. **Definitions:**
 - a. **Responder:** A company or individual who submits a quote in response to this RFQ.
 - b. **Successful Responder:** The Responder that is awarded a contract.
 - c. **Contractor:** The Successful Responder, upon execution of the contract.
 - d. **County:** 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 Quotes and the Responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Request for Quotes, except to the extent that a Responder takes written exception to such provisions, and the County agrees to the exceptions. 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 Quotes 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.

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 Quotes, 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 Quotes. 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 Quotes 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 Quotes, 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 Quotes, 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 Quotes, 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. **Unbalanced Quotes:** If the County determines that the apparent low quote is materially unbalanced, the County retains the right to deem the Responder offering the apparent low quote non-responsive, and to reject said quote and award to the Responder with the next-

lowest quote whose quote is not materially unbalanced, or to reject any and all responses and re-advertise the project.

16. **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.
17. **Trade Secrets – Confidentiality:** If any person or entity submits a bid, proposal, or quote that contains trade secrets, an affidavit shall be included with the bid, proposal, or quote. 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).
18. **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.
19. **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.
20. **Term of Contract:** The initial term of this agreement shall begin on July 1, 2024, and continue for a period of one year through June 30, 2025. Thereafter, this agreement may be renewed for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") if the Contractor requests such renewal at least sixty (60) days prior to expiration of the Initial Term or the then-current Renewal Term. If the Contractor fails to request renewal, this Agreement may 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).
21. **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.
22. **Insurance:** The ~~Successful Responder~~ 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 to the County. The certificate shall list an additional insured as follows:

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

23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. **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.
30. **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.
31. **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.
32. **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.
33. **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 #2444-A Dust Control Service

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 #2444-A Dust Control Service

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: _____

E-mail Address: _____

Phone Number: _____

REFERENCES
RFQ #2444-A Dust Control Service

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: _____

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

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

#2444-A Dust Control Service
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 #2444-A Dust Control Service

Fayette County, Georgia is seeking bids from qualified contractors for the application of calcium chloride on various gravel roads for the purpose of dust control and road stabilization. The intent of this bid is to have an annual contract for the performance of this work to be ordered as needed.

GENERAL SPECIFICATIONS AND NOTES

1. The successful contractor shall apply LIQUIDOW™ 35%, or equivalent, at a rate of 0.3 gallons per square yard (gal/sy) to all gravel treated in accordance with this document.
2. Alternative calcium chloride solutions may be used if approved by the Fayette County Road Department and applied at the manufacturers recommended rate (e.g. LIQUIDOW™ 42% at 0.24 GAL/SY). It is the bidder's responsibility to provide sufficient documentation demonstrating the alternate CaCl solution and application rate are equivalent to LIQUIDOW™ 35%, at 0.3 gal/sy. The bid document and price quote should clearly specify if an alternative solution of CaCl is proposed.
3. The contractor shall provide all equipment necessary for the application of the calcium chloride solution. All hydraulic systems, transmissions, engines, pumps, spray bar systems, etc., shall be functional and in good working order. The application equipment shall be capable of being calibrated to apply the solution at the desired rate.
4. All road equipment shall have working caution lights (i.e., yellow flashing) mounted on the top of the truck cab roof for safety and visibility while applying said solution.
5. A "manifest type" document shall be supplied prior to the spray application that states the amount of solution the tank/hopper holds in gallons and the amount in pounds or gallons of the calcium chloride used during each application to verify the application criteria per manufacturer's specifications are met.
6. The contractor shall ensure that the moisture content of the roads is appropriate for the application. The application date shall be delayed, at no cost to Fayette County, if conditions are unsuitable.
7. Warning signs and traffic control shall be provided by the Contractor. All signs and traffic control shall be in accordance with the *Manual on Uniform Traffic Control Devices*, latest edition.
8. Road widths vary but are generally between 17 and 20 feet. For cost estimating purposes bidders should assume a uniform width of 18 feet on all roads. All work and invoices shall be expressed miles of work performed and gallons sprayed assuming an average width of 18 feet.
9. Any scraping or gravel enhancement of the selected roads shall be done by the Fayette County Road Department prior to application.
10. The Contractor shall coordinate with the Fayette County Road Department (770-320-6011) to determine a suitable date for work to begin.
11. The Contractor shall submit a final invoice upon completion of the work. The Road Department will inspect the actual site prior to release of payment. All invoices shall list the roads treated, total miles, gallons placed on each road and the County's bid number.

12. The County will give at least a 48-hour notice of exact gallons needed required for a certain date, minimum gallons required daily will be 4,200.

13. The roads list for fiscal year 2025 are as follows:

FALL 2024

NAME	FROM	TO	LENGTH (Miles)	LENGTH (Feet)	ESTIMATED GALLONS 2024
Buckeye Road	Lee's Lake Rd	Pavement Begins	0.35	1,848	1130
Chapman Road	SR 92	Dead End	0.53	2,798	700
Davis Road	Lester Rd	Ebenezer Rd	2.24	11,805	5687
Friendship Ch Rd	Brooks Woolsey Rd	Grant Rd	1.43	7,535	3397
Hickory Hill	Mask Rd	County Line	0.52	2,746	1091
Hogan Rd.	Friendship Church	Kelly Rd	0.47	2,460	900
Huiet Rd	End of Pavement	Davis Road	0.40	2,112	1100
Jenkins Rd	Sandy Creek Rd	Ellison Road	0.39	2,059	1898
Kelly Rd	Woods Rd	Brooks Woolsey Rd	1.85	9,754	3984
Lowery Drive	Lowery Rd	Antioch Rd	0.33	1,720	1000
Mask Road	Brooks Rd	Hwy 85 Conn	1.45	7,675	4463
Mud Bridge Rd.	SR 92	Dead End	0.89	4,690	1900
Nelms Road	End of Pavement	Quarters Rd	0.25	1,305	3068
Old Hwy 92	Lowery Rd	Antioch Rd	0.57	3,000	1000
Omin Rd	New Hope Rd	SR 92	0.61	3,195	1470
Peeples Rd	SR 92	Pavement End / Start	0.38	2,032	700
Quarters Road	Ebenezer Rd	End of Pavement	1.25	6,575	3568
Sims Road	Dogwood Trail	Dead End	0.52	2,747	1,000
			14.43	76,056	38,056

SPRING 2025

NAME	FROM	TO	LENGTH (Miles)	LENGTH (Feet)	ESTIMATED GALLONS 2025
Barsi Point	SR 92	Wagon Wheel Trail	0.35	1,848	700
Buckeye Road	Lee's Lake Rd	Pavement Begins	0.58	3,049	1600
Chapman Road	SR 92	Dead End	0.53	2,798	1200
Chappell Road	Old Greenville Rd	Grooms Rd	0.75	3,966	1540
Corinth Road	Hewell Road	SR 54	0.27	1,426	502
Crabapple Lane	Dogwood Trail	Dead End	0.55	2,895	850
Davis Road	Lester Rd	Ebenezer Rd	2.24	11,805	6721
Friendship Ch Rd	Brooks Woolsey Rd	Grant Rd	1.43	7,535	3778
Grooms Road	End of Pavement	Massengale Rd	0.89	4,700	2500
Hillsbridge Road	End of Pavement	Dead End	0.56	2,972	1600
Hardy Rd	End of Pavement	County Line	0.57	3,015	1100
Hogan Rd.	Friendship Church	Kelly Rd	0.47	2,460	850
Holt Road	Callaway Road	Dead End	0.30	1,584	600
Huiet Rd	End of Pavement	Davis Road	0.40	2,112	1060
Jenkins Rd	Sandy Creek Rd	Ellison Road	0.39	2,059	750
Kelly Rd	Woods Rd	Brooks Woolsey Rd	1.85	9,754	4427
Lake Rd	Sandy Creek Rd	Lee's Mill Rd	0.51	2,682	950
Lincoln Rd	Palmetto Rd	Dead End	0.64	3,385	1240
Lowery Drive	Lowery Rd	Antioch Rd	0.33	1,720	975
Lynch Rd	Mask Rd	County Line	0.52	2,735	1100
Mann Rd	County line	Bohannon Road	1.52	8,024	3050
Mask Road	Brooks Rd	Hwy 85 Conn	1.45	7,675	3950
Massendale Road	Hwy 85 Conn	Old Hwy 85	1.76	9,291	4587
Matthews Rd	Chappell Rd	Rising Star Rd	1.10	5,830	2350
Morgan Road	End of Pavement	County Line	0.64	3,379	2200
McBride Lane	Old Greenville Rd	Sourwood Trail	0.25	1,305	639
Mud Bridge Rd.	SR 92	Dead End	0.89	4,690	1800
Nelms Road	End of Pavement	Quarters Rd	1.03	5,420	1476
New Hope Circle	SR 92	New Hope Road	0.56	2,957	900
Old Greenville Road	Brooks Woolsey Rd	McBride Rd	1.44	7,625	5266
Old Hwy 85	SR 85	Porter Rd	0.90	4,764	2735
Omin Rd	New Hope Rd	SR 92	0.61	3,195	1668
Peeples Rd	SR 92	Pavement End / Start	0.38	2,032	800
Quarters Road	Ebenezer Rd	End of Pavement	1.25	6,575	3500
Rowland Rd	Kelly Rd	Grant Rd	0.38	2,028	744
Sun Rd	Adams Rd	Pavement Begins	0.25	1,296	350
Trammell Road	Tyrone Rd	Adams Rd	0.61	3,196	1150
Tri County Rd	Mask Rd	Spalding County	0.43	2,286	1250
Trickum Creek Rd	Mann Rd	Palmetto Rd	0.74	3,904	1561
Wagon Wheel Rd	End of Pavement	SR 92	1.33	7,013	3520
Whitewater	Brooks City Limits	Morgan Mill Road	0.31	1,637	700
TOTALS			31.96	168,622	78,239
GRAND TOTAL			46.39	244,678	116,295

PRICING SHEET
RFQ #2444-A Dust Control Service

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

Application Season	Estimated Gallon	Price Per Gallon estimated spread rate of 0.3 gal/sy.	Extended Total
Fall Application	38,056		
Spring Application	78,239		
TOTAL PROJECT AMOUNT	116,295		

NOTES:

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.

Proposed calcium chloride solution and application rate: _____

State, List or Attach the terms of your warranty, if applicable: _____

COMPANY'S NAME: _____

