



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

August 15, 2024

**Subject: RFP #2460-P: Commercial Driver's License Training**

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal to provide a entry-level driver training program for Commercial Driver's License (CDL). You are invited to submit a proposal in accordance with the information contained herein.

Questions concerning this request for proposal should be addressed to Sherry White, in writing via email to [swhite@fayettecountyga.gov](mailto:swhite@fayettecountyga.gov) or fax to (770) 305-5544. Questions will be accepted until 3:00pm on Thursday, August 29, 2024.

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

Please return your proposal to the following address:

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

Proposal Number: **2460-P**

Proposal Name: **Commercial Driver's License Training**

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

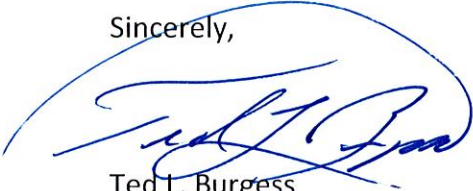
Proposals will be received at the above address until **3:00pm on Thursday, September 12, 2024**, in the Purchasing Department, Suite 204. Proposals will be opened at that time.

Proposals must be signed to be considered. Late proposals cannot be considered. Faxed proposals or emailed proposals cannot be considered.

If you download this request for proposal 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,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", enclosed within a blue oval scribble.

Ted L. Burgess  
Chief Procurement Officer

TLB/sw

Attachment

## GENERAL TERMS AND CONDITIONS

### RFP #2460-P: Commercial Driver's License Training

1. **Definitions:** The following definitions shall apply to these General Terms and Conditions:
  - a. The term "Contractor" shall be used synonymously with the term "Successful Offeror."
  - b. "County" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the Successful Offeror and the County. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the County, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The offeror's company name,
  - b. The Request for Proposals (RFP) number, which is #2460-P, and
  - c. The RFP Name, which is *Commercial Driver's License Training*

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, one bound paper copy, and a copy on a flash drive to:

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

Attention: Contracts Administrator

4. **Timely Receipt:** Offers not received in the Purchasing Department by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the County.
5. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening to the date of award, unless this time-frame is specifically excepted to in your offer.

6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing. 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.

The County reserves the right to waive any defect or irregularity in any proposal received.

7. **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 Georgia law at O.C.G.A. § 50-18-72 (A)(34).
8. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
9. **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.

10. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its proposal. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the County. The County

further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.

11. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
12. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, the County may reject the offer.
13. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the County issuing a written notice to proceed.
14. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2025. 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).
15. **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.
16. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
17. **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.
18. **Indemnification:** The Contractor shall indemnify and save the County and all its officer, 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 by 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, but only to the extent such damages,

costs and expenses are adjudicated to have been caused by or resulted 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.

19. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the County.
20. **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 set forth as follows:
  - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the successful offeror, the successful offeror 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. Certificates shall list an additional insured as follows:

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

21. **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.
22. **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.
23. **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.
24. **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.

## **SCOPE OF SERVICES**

### **RFP #2460-P: Commercial Driver's License Training**

#### **OBJECTIVE**

Fayette County, Georgia desires to contract with an organization that is registered with the Federal Motor Carrier Safety Administration (FMCSA) to provide an in-house, entry-level driver training program for CDL A, CDL B, and Endorsements (Tanker and/or Hazardous Materials) Training services. Fayette County will supply a facility for the classroom instruction and will also provide a Truck for the hands-on training. These services are to be provided twice a year or as needed.

#### **INTRODUCTION**

Fayette County Building & Grounds, Fleet, Road, and Water Departments have positions within their departments that require employees to have a Commercial Driver's License (CDL) to perform their required job duties. Before Feb 2022 each department trained their potential drivers in-house and then send them to a local Technical College where they would participate in a two-day course and on the third day take the final required tests to receive their CDL's.

Fayette County will be responsible for each student to have a CDL Learners Permit in-hand before the start of each training program. County employees are not required to have a DOT physical.

#### **STATE OF NEED/SCOPE OF SERVICES**

Fayette County wishes to contract for comprehensive entry-level driver's training CDL A, CDL B and Endorsements (Tanker and/or Hazardous Materials) training program. Once completed the County employee will be ready to obtain a CDL. The program must meet the following criteria:

1. Must be federally approved entry-level driver's training course provider.
2. The entry-level driver's training will be split into two portions: Classroom Training and Hands-on Training.
3. All classroom portions will be held at the Fayette County Road Department, 115 McDonough Road, Fayetteville, GA 30215.
4. Class shall be in compliance with FMCSA requirements.
5. The course provider shall allow programmatic consultation from the Fayette County Director level staff.
6. The class shall be taught by credentialed instructors.
7. The course price shall be inclusive of admission fees, on-line educational resources, instructional services, textbooks, testing fees and any other charges.

8. Fayette County will provide the necessary insurance coverage for student-employees and the trucks.
9. The Lead Instructor shall provide student feedback and progress reports and be available to students for consultation.
10. The course provider shall publish a course calendar and syllabus.
11. An instructor teaching the course must be bilingual with the material also available in Spanish for Fayette County's diverse staff.
12. The Lead Instructor shall maintain student attendance records for each class and shall make them available on request.

The County has the following resources available for the successful Contractor to use:

1. County has the following Trucks (all manual transmission) available for training:
  - a. MACK CH-613 (1994) with a Holden HLB35 (35-ton) Trailer
  - b. STERLING LT-9500 (2000) with a Globe 50-ton Trailer
  - c. Optional Palmer Dump Trailer (2001)
  - d. Tack Truck International 7300 (2008)
  - e. Water Truck Ford LT-9000 (1995)
  - f. Sterling Tandem Dump Truck LT-9500 (2000)
2. County insurance policy cover's 3<sup>rd</sup> party trainers to use these vehicles.
3. Classroom has the following equipment
  - a. Seating and tables up-to 24 persons
  - b. Tables that can be rearranged per the instructors wishes
  - c. TV with supporting cables to be connected to laptop
  - d. Computer
  - e. Projector and screens
  - f. Dry erase board
4. Pictures of Vehicles and Classrooms are included in this RFP.
5. Driving/Training Range will be the large parking lots on Champion Lane, located just east of our 115 McDonough Road office location.

#### **PROPOSAL RESPONSE REQUIREMENTS**

Proposal must include the following, preferably in the order shown:

1. **Cover Page:** Include the Request for Proposal number (#2460-P) and title (*Commercial Driver's License Training*). Also include your firm's name, address, telephone number and email address.
2. **Table of Contents**



**3. Required Documents:**

- a. Company information page *{form provided}*
- b. Contractors Affidavit under O.C.G.A. § 13-10-91(B)(1) *{form provided}*
- c. Federally approved entry-level driver's training provider documentation
- d. Exceptions to specifications *{form provided}*
- e. Signed addenda if any are issued

**4. Project Understanding and Approach:** State your understanding of the services required. Describe the approach you propose to take in addressing the needs addressed by the request for proposals. Indicate your level of expertise with entry-level driver's training and certification. Identify challenges you will face. Creativity and innovative ideas are encouraged in your response.

**5. Project Team:** Identify team members who would be assigned to this project. Include a resume for each key team member. Identify the key contact person, lead instructor, or project leader. Describe each key team member's experience with comparable projects, the role that each member played, and the expected role of each when doing work for this project.

**6. Organization's Background and Experience:** Describe your entity's background and size and provide a table of organization. Include a synopsis of corporate qualifications, including references of previous field delivered programs. State the number of years the entity has provided CDL training.

Demonstrate the firm's experience and qualifications by providing a list of relevant projects you have undertaken that were similar to the project addressed by this request for proposals. For each project, provide the name of the government or other entity, a brief description of the work, a contact person email address, and a valid telephone number. The County reserves the right to select projects from this list and contact them for references.

**7. Proposed Training:** Describe the proposed training, including class topics and duration, hands-on driver training, and other components of the training. State the number of days of classroom training and hands-on driver training. Discuss the feedback you would provide to students in the form of progress reports, for example format, content, and frequency.

**8. Price:** On a separate page, state your proposed annual price to provide the services describe in this proposal. Show your price as a "per student" price. In your per-student price include admission fees, instructional fees, textbooks, online educational resources, testing fees, and any other charges. State your minimum and maximum

class sizes. Place this document in a separate envelope, as state in the Terms and Conditions, Item #3.

### EVALUATION PLAN

It is planned to award a contract to the responsive, responsible firm whose proposal is most advantageous to the county, with technical merit, price, and other factors considered. An Evaluation Committee will evaluate and score the proposals.

The following maximum total number of points is available, assuming presentations are given:

	Max. Points	Percent of Total
Technical Merit	70	70%
Price	<u>30</u>	<u>30%</u>
Total Maximum	100	100%

**Technical Merit:** Evaluators will score the following criteria for technical merit, up to a potential maximum of 70 points for each proposal. Please see items 4 – 7 in the *Proposal Response Requirements* section above for additional information.

<u>Criteria</u>	<u>Max Points</u>
1. Project Understanding and Approach	25
2. Project Team	20
3. Organization's background and experience	20
4. Proposed Training	<u>5</u>
Total Maximum Points for Technical Merit	70

**Price:** Your proposed price, as compared to other responding entities, will comprise up to 30 possible points. Proposed prices will be assigned points earned through use of a variance weighting method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other proposals' price scores will be calculated based on the variance of their prices from the lowest offered price.

**Presentations:** The County may, at its discretion, choose one or more of the best-scoring firms to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly, by up to a maximum of 20 points each.



**COMPANY INFORMATION**

**RFP 2460-P: COMMERCIAL DRIVER'S LICENSE TRAINING**

**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: \_\_\_\_\_

**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 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

2460-P Commercial Driver's License Training  
\_\_\_\_\_  
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: \_\_\_\_\_

**EXCEPTIONS TO SPECIFICATIONS**

**RFP 2460-P: COMMERCIAL DRIVER'S LICENSE TRAINING**

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

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