Fayette COUNTY

"WHERE QUALITY IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

May 4, 2015

Subject: Invitation for Bids #968-B Hauling Services

Gentlemen/Ladies:

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

All questions and inquiries concerning this invitation for bids or the specifications shall be addressed to Trina Barwicks, Contract Administrator of Purchasing, in writing to, email address: tbarwicks@fayettecountyga.gov or fax to (770) 719-5515, Monday through Friday excluding holidays from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420. Any deviations from this procedure for questions or information pertaining to this invitation for bids may result in your bid being rejected.

Your bid should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **bid number** and **reference** along with your company's name and address on the **sealed** envelope in which the bid is returned.

BID MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST - SUITE 204
FAYETTEVILLE, GEORGIA 30214
BID #968-B
REFERENCE: HAULING SERVICES

Bids will be received at the above address until 3:00 p.m., Tuesday, May 26, 2015 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m. May 26, 2015. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

BID #968-B

May 4, 2015

If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the invitation for bids to a company or individual, we will keep a record of who we mailed that invitation for bids to and all addenda for that invitation for bids will also be mailed to those companies or individuals.

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Bid results will be posted on the Fayette County web site within 3 business days after the bid opening.

There is no set time for an award to be made. If an award is not made within 45 days of the bid opening, an update will be posted on the Fayette County website.

If the county awards this bid, once everything has been received by that company and the award has been completed, that information will also be posted on the Fayette County website. Please keep this procedure in mind.

****

Sincerely,

Ted L. Burgess
Director of Purchasing

TLB/tcb

GENERAL TERMS AND CONDITIONS

1. **Definitions**: The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful bidder." The term "county" shall mean Fayette County, Georgia.

2. **Bid is Offer to Contract**: Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.

3. **Binding Offer**: Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.

4. **Bidder's Questions**: The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least 72 hours 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 http://www.fayettecountyga.gov/purchasing/bids_and_proposals.asp. 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 can be found in the cover letter to the invitation to bid document or on the web site, and
    c. The "reference" which identifies the bid, which can be found in the cover letter or the web site.

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

    Fayette County 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 of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.

9. **More than One Bid**: Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.

10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.

11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.

12. **Prices Held Firm**: Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.

13. **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. **Samples**: When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.

17. **Non-Collusion**: By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.

18. **Arrears**: Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to Fayette County.

19. **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.

20. **Secondary Contracts**: The County may 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.

21. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.

22. **Trade Secrets - Confidentiality**: A bid is a public record, except for material which qualifies as trade secret information. To keep this information confidential, a bidder must submit trade secret materials in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Bid." Each page in the envelope should be stamped or otherwise marked designating it as trade secrets or confidential. Do not attempt to designate the entire bid as a trade secret, and do not attempt to designate pricing information as a trade secret, as doing so may result in your bid being disqualified. See O.C.G.A. 50-18-72 for specific Georgia law on this subject.

23. **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.

24. **Contract Execution & Notice to Proceed**: After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.

25. **Term of Contract**: The term of this agreement shall begin on July 1, 2015, and continue for a period of one year through June 30, 2016. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).

26. **Unavailability of Funds**: This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.

27. **Insurance**: The successful bidder shall, without expense to the county, carry the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

    a. **General Liability Insurance**: $1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

    b. **Automobile Liability Insurance**: $1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

    c. **Worker's Compensation & Employer's Liability Insurance**: Workers Compensation as required by Georgia statute.

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

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

28. **Unauthorized Performance:** The county will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.

29. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized.

30. **Indemnification**: The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.

31. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

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 state court in Fayette County, Georgia.

Fayette County, Georgia
Checklist of Required Documents

(Please Return This Checklist with Your Bid)

BID #968-B HAULING SERVICES

Be sure to include with your bid, in the order listed:

- Company information – on the form provided _____
- Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) _____
- Bid sheet _____
- List of exceptions, if any – on the form provided _____
- Bidder's Qualification Sheet – on the form provided _____

COMPANY NAME: _____

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

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

BID #968-B HAULING SERVICES
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 _____, ____, 2015 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 _____, 2015.

_____
NOTARY PUBLIC

My Commission Expires:

_____

ANNUAL CONTRACT FOR HAULING SERVICES

INTRODUCTION

Fayette County, Georgia is seeking bids from qualified responders for an annual contract for tandem axle dump truck hauling services for the Public Works Departments. 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.

SPECIFICATIONS:

1. A minimum of five (5) trucks shall be available for hauling services. Notification for the need of trucks will be made by 5:30p.m. the day before by e-mail. The number of trucks required will vary on a project by project basis. Failure to provide the requested amount of trucks shall be cause for Fayette County to utilize the services of a secondary hauling company.
2. The 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.
3. Description of truck: Standard 10-wheeled dump truck with tandem rear axles capable of legally hauling at least 15 tons.
4. 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.
5. Trucks shall fully comply with Georgia Department of Transportation asphalt hauling requirements regarding insulated bodies, full-cover tarps (not mesh type/debris tarps), temperature holes drilled into non-traffic side body panel, etc. All trucks shall be capable of being locked-in to the Road Department's asphalt paving machine (Leeboy 8616). Trucks with rear tow hooks or tailgate guards will not be accepted for hauling asphalt. Trucks must be equipped with the following: tailgate chains to facilitate the spreading of gravel; a CB radio capable of communicating with other trucks, asphalt plant and/or rock quarry plant; rear tailgate lips. The County reserves the right to discontinue the use of a particular driver for an improperly equipped truck.
6. 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.
7. Truck drivers shall be capable of smoothly backing 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.
8. All truck beds shall be thoroughly cleaned before the start of work each day. The County has the right to inspect each truck's 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.

9. 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 trucks.
10. 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 corrected or repaired by Fayette County. Any other internal or external truck damage or breakdown (mechanical/hydraulic/engine/etc.) shall not be the responsibility of Fayette County.
11. 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.
12. The successful bidder shall have at least the minimum insurance coverage as discussed elsewhere in this document.
13. Fayette County will provide a minimum of four (4) hours guaranteed hauling time per day when work has been initiated. The County in no way implies or guarantees an eight (8) hour workday or pay day. Fayette County will pay any additional hours actually worked above the four (4) hour minimum.
14. 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.
15. 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.state.ga.us/doingbusiness/materials/pages/asphaltcementindex.aspx
16. The successful contractor(s) 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 successful contractor(s) 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 successful contractor(s). If the corrective action is not taken, it may result in the termination of the contract.
17. Invoices shall be submitted within 30 days of performing the work.
18. 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, total hour's worked, material type of each load, load ticket number, destination for each load, and time of arrival at the destination.
19. Daily time sheets signed by a Fayette County Road Department employee must accompany the invoice.
20. Asphalt hauling experience is important in this bid. Failure to provide asphalt hauling references may result in disqualification of your submitted bid. Awards will be made as per General Terms and Conditions #19, Bid Evaluation.

EXCEPTIONS TO SPECIFICATIONS

If there are *ANY* exceptions or clarification(s) taken to the specifications of this bid, use this sheet and list the items you are taking an exception on. ANY exception(s) shall be explained in full.

COMPANY NAME_____

BID #968-B

BID SHEET

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

DIESEL FUEL PRICE PER GALLON AS PER INDEX	HOURLY HAULING RATE
$2.00 TO $2.49	**$**
$2.50 TO $2.99	**$**
$3.00 TO $3.49	**$**
$3.50 TO $3.99	**$**
$4.00 TO $4.49	**$**
$4.50 TO $4.99	**$**
$5.00 TO $5.49	**$**
$5.50 TO $5.99	**$**

Note: The hourly rate shall include truck, operator, fuel, insurance, business licenses, pickup & delivery of materials and any other fees or permits required by state or local laws as needed to accomplish the hauling services covered by this agreement.

STATE NUMBER OF TRUCKS OWNED BY COMPANY _____.

STATE NUMBER OF TRUCKS AVAILABLE WITH 12 HOUR NOTICE _____.

STATE PAYMENT TERMS_____ DAYS.

COMPANY NAME: _____

BIDDER'S QUALIFICATION SHEET – BID #968-B

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

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Email Address, (if known) _____

Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Email Address, (if known) _____

Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Contract Period _____

Email Address, (if known) _____

Scope of Work _____

BID #968-B

COMPANY INFORMATION

Company_____

Physical Address of Business _____

_____

Mailing Address (**If Different**)_____

_____

Authorized Representative_____
(Print or Type)

Authorized Representative_____
(Signature)

Title_____

Email Address:_____

Telephone Number:( )_____

Cellular Number:( )_____

Fax Number:( )_____