



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

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May 18, 2026

**Subject: RFQ #26138-A: Annual Hauling**

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](mailto:swhite@fayettecountyga.gov) or fax to (770) 719-5544. Questions will be accepted until 2:00pm on Thursday, May 21, 2026.

**Quotes will be accepted until 3:00pm on Friday, May 29, 2026.** Please provide your quote and other information via email to Sherry White, Senior Contract Administrator at [swhite@fayettecountyga.gov](mailto: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

Attachment

**GENERAL TERMS AND CONDITIONS**  
**RFQ #26138-A: ANNUAL HAULING**

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. **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.
  
9. **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.

10. **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.

11. **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.
12. **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.
13. **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).
14. **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.

15. **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.
16. **Term of Contract:** The term of this agreement shall begin on July 1, 2026, and continue until June 30, 2027. 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).
17. **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.
18. **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

19. **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.
20. **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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. **Open Records Act:** In the event that the Contractor receives, and responds to, a request for information as provided in Georgia's Open Records Act (O.C.G.A. § 50-18-70 *et seq.*), the Contractor shall promptly provide the County the same information provided to the initiator of the request for information. Contractor shall email such information to the county's Custodian of Records at [tsmith@fayettecountyga.gov](mailto:tsmith@fayettecountyga.gov).

**Checklist of Required Documents**

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

**RFQ #26138-A: ANNUAL HAULING**

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'S NAME: \_\_\_\_\_

**COMPANY INFORMATION**  
**RFQ #26138-A: ANNUAL HAULING**

**A. COMPANY**

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

(As stated on the W-9)

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 #26138-A: ANNUAL HAULING**

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'S 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 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

26138-A: ANNUAL HAULING  
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 #26138-A: ANNUAL HAULING**

**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, 2026, through June 30, 2027, with the option of two (2) twelve-month contract renewals.

**SPECIFICATIONS**

A minimum of 6 trucks shall be available for hauling services. Notification regarding the need of trucks will be made by 3:30 PM the day before by e-mail. The number of trucks required will vary on a project-by-project basis. Failure to provide the requested number of trucks will be cause for Fayette County to utilize the services of a secondary hauling company.

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 will 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 into 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 must 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 failing to meet GDOT standards.

Any accidents or incidents involving 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). The County shall be reimbursed for all materials on the truck at the time of the accident that was originally purchased by the County. County will supply the vendor with a copy of the invoice from the material company for reimbursement of the material on the truck involved in the accident.

Any truck damage caused because 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. Material on the truck when the damage is result of the County, the County will be responsible for covering this cost and not the vendor.

A Fayette County Marshal shall be called to document all damage 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 elsewhere in this document.

Fayette County will provide a minimum of five (5) hours guaranteed hauling 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 for any additional hours worked above the five (5) hour minimum.

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**PRICING SHEET**  
**RFQ #26138-A: ANNUAL HAULING**

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

GDOT Index Price Range	Hourly Rate
\$1.55 - \$2.00	
\$2.01 - \$2.50	
\$2.51 - \$3.00	
\$3.01 - \$3.50	
\$3.51 - \$4.00	
\$4.01 - \$4.50	
\$4.51 - \$5.00	
\$5.01 - \$5.50	
\$5.51 - \$6.00	
\$6.01 - \$6.50	
\$6.51 - \$7.00	
\$7.01 - \$7.50	
\$7.51 - \$8.00	
\$8.01 - \$8.50	
\$8.51 - \$9.00	
\$9.01 - \$9.50	
\$9.51 - \$10.00	

THIS SECTION FOR COUNTY USE ONLY

	Weight		Weighted Price (For Comparison Only)
X	0.25	=	
X	0.50	=	
X	0.75	=	
X	0.75	=	
X	1.00	=	
X	1.00	=	
X	1.00	=	
X	1.00	=	
X	1.00	=	
X	1.00	=	
X	1.00	=	
X	1.00	=	
X	0.75	=	
X	0.75	=	
X	0.50	=	
X	0.50	=	
X	0.50	=	
X	0.25	=	

NOTES:

1. The "Weighted Hourly Price" is only for determining the bid that offers the best value for the County, assuming anticipated future GDOT diesel fuel price index averages. The contracted price will be the full "Quoted Hourly Price." The weighted price section is for County use only.
2. The hourly price shall include truck, operator, fuel, insurance, pickup and delivery of materials and any other fees.

COMPANY'S NAME: \_\_\_\_\_

