

Cherokee County Board of Commissioners
Purchasing Department
1130 Bluffs Parkway, Canton, GA 30114
Phone: (678) 493-6000
Fax: (678) 493-6035

REQUEST FOR PROPOSALS

RFP# 2023-012 Truck Driving Services

THE PROJECT: The Cherokee County Board of Commissioners Purchasing Department (County) is requesting competitive sealed **proposals** in support of Truck Driving Services for the Public Works Department, meeting the specifications and as described herein.

There will be a non-mandatory meeting to review the proposal requirements and provide guidance. The meeting will be held on February 1st, 2023 at 10:00 AM at the following location:

1037 Marietta Hwy
Canton, GA., 30114
Training Room

All times in the solicitation are local times to Cherokee County, Georgia in the Eastern Time Zone.

This Request for Opportunity Description is one of two documents making up this solicitation. The second document is Cherokee County Standard Solicitation Terms and Conditions, which contains all the standard forms potentially required to accompany a submission. Both of these documents together constitute the entire solicitation at the time of issuance.

The County reserves the right to reject any or all bids/proposals, to waive technicalities and to make a selection and final award as deemed to be in the best interest of the County, including using any form of contract it deems most advantageous to the County.

SCHEDULE:

Issued	January 25, 2023
Review Meeting	February 1, 2023 at 10:00 AM
Questions Due	February 7, 2023 by 4:00 PM
Answers Due	February 10, 2023
Bids/Proposals Due	February 21, 2023 at 10:00 AM
Anticipated Award Date	March 21, 2023

THE EXPECTED PERIOD OF PERFORMANCE:

The base period of performance is broken down into two areas; Physical Delivery of Product(s) and Service Delivery. This is a function of the Statement of Work (SOW) and/or specification and reflects if there is physical item or items to be delivered and / or delivery of services. An X in the box corresponding to item 1 below, Physical Delivery indicates a physical item or items are to be delivered and an X in the 2. Delivery of Services indicates that Services are to be performed. Either or both may apply to the work contemplated by this solicitation.

Additionally, should there be an X in the box corresponding item 3. Option Grant, then the County requests the right to extend the period of performance beyond the Base Rate as specified.

1. ☐ NO PHYSICAL ITEMS/GOODS ☒ PHYSICAL DELIVERY OF ITEMS/GOODS REQUIRED:

For Physical Delivery solicitations, the period of performance for an award shall begin with either the placement of Purchase Order or the date indicated on the Agreement. All items to be delivered are to be FOB Cherokee County at the address indicated in the solicitation. Performance shall be complete upon final acceptance by the County. Time is of the essence for the delivery of each item specified. Warranty requested as below:

☐ Warranty Term Requested: _____

2. ☐ NO SERVICES REQUIRED ☒ PERFORMANCE OF SERVICES:

For Performance of Services solicitations, the period of performance shall begin with the placement of either a Purchase Order or the date of the Agreement unless the Agreement, the SOW or the Solicitation Terms indicate that performance shall begin upon the issuance of a Notice to Proceed (NTP), in which case the NTP would represent the beginning of performance. Term of services requested are as below:

Services Term:

- ☐ One Year
☐ Two Years
☒ Three Years
☒ Other: With the option to automatically renew for an additional two, one-year terms

3. ☐ OPTION GRANT:

This solicitation contains requested options; please see Statement of Work for details.

SUBMITTAL INSTRUCTIONS:

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions that should include the following items **(only items indicated with an “X” in the corresponding boxes are required for this solicitation)**:

- ☒ Information and Addenda Acknowledgement Form (Appendix A)
- ☒ Non-Influence and Non-Collusion Affidavit (Appendix B)
- ☒ E-Verify Affidavit (Appendix C)
- ☒ References* (Appendix D)
- ☒ Acceptance of County' Standard Agreement**, as below: (Appendix E)
 - ☒ Professional Services Agreement (Sample provided)
 - ☐ Construction Services Agreement (Sample Provided)
 - ☐ Other:
- ☒ Suspension, Debarment and Litigation Affidavit (Appendix F)
- ☐ SAM registration is required (Appendix F)
- ☐ Contractor's License Certification (Appendix G)
- ☐ Bonds Requirements **if the price bid > \$100K**
 - ☐ Ability to Provide Performance, Labor & Matl. Payment Bond (Appendix H)
 - ☐ Bid Bond (See Appendix I)
- ☒ Evidence of/ability to provide Insurance at the limits identified herein,***
- ☒ Certifications, Licenses or Registrations as required by law and/or as requested
- ☐ Pricing on Proposer's Company Letterhead
- ☒ Pricing on included pricing sheet / bid form
- ☐ Contractor's Qualifications Statement (Appendix J)
- ☐ Added Terms to Construction Service Agreement (Attachment)
- ☐ Substitutions Proposed: See Instructions Standard Solicitation Terms****, Item 9
- ☒ Any other requirements as requested under the scope of work

Notes:

*The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies and other sources of information believed to be viable to evaluate capability, viability and performance.

**If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page.

***Insurance levels requested are those identified in the County's Standard Agreement, section "I."

****Standard Solicitation Terms Refer to Cherokee County Standard Solicitation Terms and Conditions

EVALUATION CRITERIA:

Bids/Proposals that contain options or additive work above and beyond the base bid will be evaluated financially according to the criteria described in the solicitation. However, should the use of options or additive work proposed exceed the County budget, the County retains its rights to address such situations as described in its Standard Terms For Bid and Proposal Solicitation as well as the right to award based on the base bid only or the base bid plus quoted additive work that is within its budget.

☐ Bids determined to be Responsive and Responsible will be ranked based Bid Form Criteria.

OR

☒ Proposals determined to be Responsive and Responsible will be evaluated on the following criteria:

50%	Price
25%	Driver Safety Record
15%	Experience
10%	References
100%	TOTAL

References may be contacted should the evaluation team deem them necessary.

Proposals will be scored on the above evaluation criteria. Failure to provide information necessary to evaluate proposal, may result in a lower scoring proposal.

The County reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract.

HOW AND WHERE TO SUBMIT BIDS AND PROPOSALS:

The County has two methods for receiving bids and proposals that are mutually exclusive; either electronically or by physical receipt. The box with the "X" below indicates how and where bids or proposals are to be submitted. The County will NOT accept proposals by fax, or regular mail unless authorized, in writing, by the Procurement Director. The solicitation submission deadline will be strictly enforced; no late bids/proposals will be accepted for any reason, please plan accordingly.

A. Electronic Submissions:

☒ Bids and Proposals are to be submitted electronically via:

BidNet Direct
or via email to bedavis@cherokeega.com

B. Physical Submissions:

- ☒ Physical copies are to be Hand Delivered to the Cherokee County Procurement Department in a sealed envelope to the following address:

Cherokee County BOC
 1130 Bluffs Parkway
 Canton, GA., 30115
 Attn: Procurement Director

Proposals and all requested documentation to be provided electronically should in the Adobe Portable Document Format (PDF) as ONE file unless otherwise indicated in these solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

- a. [Solicitation Number]_[Vendor Name]_[Document Type]
 Example: "2017-111_ABC Company_Proposal"

QUESTIONS/ADDENDA:

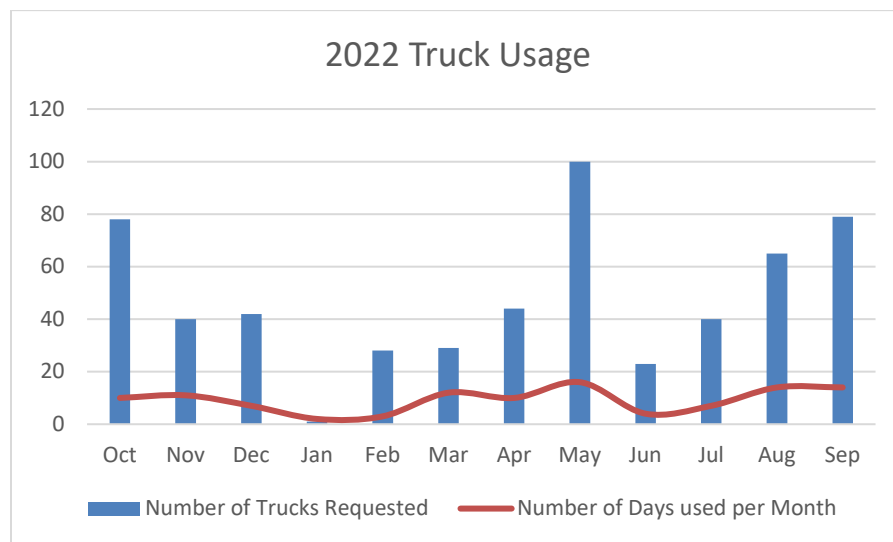
Only written inquiries will be permitted during the solicitation period. **Questions are to be submitted via BidNet Direct or via email as outlined in Section A. above "Electronic Submissions"** for this solicitation no later than the date and time indicated in the Schedule, as may be amended. Answers will be posted via formal Addendum and only released as part of the solicitation documents on BidNet Direct. All interested parties are instructed to monitor BidNet Direct on a regular basis throughout the solicitation period. The final date for posting of Addenda is per the Schedule, as may be amended.

STATEMENT OF WORK AND / OR SPECIFICATION LOCATED ON THE NEXT PAGE

BACKGROUND:

The following information is provided as information as to the size and scope of the opportunity defined in the statement of work. The information is from fiscal year 2022 running from October – September. There is no guarantee that future requirements will correspond to this historical data and there is no minimum number of truck requirements that the County commits to as a part of this solicitation and any Agreement that may be based on this solicitation.

The following graph provides the approximate number of trucks requested each month and the average number of days of each month that trucks were requested.



There were approximately 569 trucks requested in 2022. The trucks that were requested worked an average of about 8 hours each day. The theoretical total number of billable hours if all truck requests were filled and worked the average billable hours would be about 4,552 hours.

STATEMENT OF WORK AND / OR SPECIFICATION:

1. The Company or independent contractor shall be employed as an independent Contractor and shall have the sole responsibility to provide and furnish all labor, equipment, supervision, documentation and administration necessary for the proper and complete performance of the work.
2. Contractor shall meet all local County ordinances, State statutes and Federal regulations regarding hauling for hire.
3. Maintain a valid Business License.
4. Maintain Worker's Compensation and General liability insurance policies as specified in Section IV.I-Insurance of the PSA. A Certificate of Insurance shall be submitted to the Cherokee County Procurement and Risk Management Department annually upon renewal of insurance.
5. Annually provide a letter on company letter head by authorized representative that all drivers/operators are Drug Free and meet County standards.
6. Annually provide proof of valid State of Georgia Commercial Driver's License (CDL) for all drivers
7. Safety & Experience
Provide the following as part of the Pricing Form:
 - i. Safety - Provide the last 3 years of the Driver's safety record. Include moving violations and accidents regardless of fault.
 - ii. Experience – Provide the total number of hours on the road under similar form of agreement with other customers (experience with Cherokee County should be included). A reasonable estimate is acceptable.
8. Understand and accept there is no minimum number of trucks or minimum number of hours per truck guaranteed as part of this Agreement. Work will be issued on an as-needed basis only; there are no contract minimum guarantees.
9. Materials to be hauled included, but are not limited to, dirt, millings, stone of all size and asphalt.
10. Any question/dispute regarding haul routes which may affect load limits or other factors shall be the County's decision. No request to violate maximum haul limits is implied or expected.
11. No hitches or other appurtenances will be allowed that interfere or may cause damage to the County's equipment.
12. Trucks with wood-lined floors will not be accepted for the use of hauling asphalt.

13. Company must be able to communicate with all trucks from their fleet from their Office. Individual independent contractors shall have means to communicate with the County during working hours.
14. Trucks must be, at minimum, tandem axle with ten cubic yard (10 CY) capacity.
15. All trucks must be equipped with operable safety devices as required by the U.S. Department of Transportation and all other Federal, State and local laws, including but not limited to, back up alarms.
16. Any and all use of trailers (if required) MUST be pre-approved by a Representative of Cherokee County Roads and Bridges before being dispatched to any job site.
17. Cherokee County reserves the right to refuse any truck and/or driver deemed inadequate or unacceptable on any job site at any time. Pay time for truck and driver ceases immediately upon notification to driver.
18. Truck and/or driver deemed by the County, in its sole discretion to unacceptable will be reported to Company or the individual independent contractor. Company or individual independent contractor will have one (1) hour to rectify situation.
19. Mechanical or other problems preventing timely delivery of materials or causing materials to be unusable shall make cost of materials the sole responsibility of the Company.
20. Company or the individual independent contractor will not be paid for down time of trucks/vehicles.
21. Trucks cancelled after reporting to the jobsite will be paid a maximum of (2) hours for “show up”.
22. Trucks cancelled while in transit and prior to arrival at the Cherokee County job site the morning of work may in unique circumstances and at the sole discretion of the County be paid one(1) or two (2)hours for “late cancellation”.
23. START TIME at JOBSITE—for Trucks assigned to begin workday at a jobsite the Start Time begins at designated time or time of arrival, whichever is later.
24. START TIME at PLANT/QUARRY—for Trucks assigned to begin workday at a plant/quarry, the Start Time begins at time of arrival at Plant/Quarry. Plants/quarry sites included but are not limited to, Bartow (SR-20), Cumming, Ball Ground, Adairsville, Cherokee (SR-369) and Kennesaw.
25. STOPTIME—Stop time for all trucks is time of sign out by job site supervisor or Representative of Cherokee County Roads and Bridges.

26. ALL TICKETS MUST BE SIGNED EACH DAY by a Cherokee County Roads and Bridges Representative. Daily tickets not signed by Cherokee County Roads and Bridges Representative may be deducted from the monthly invoice and not paid.
27. Normal work days will include a minimum of thirty (30) minutes UNPAID lunch break.
28. Travel time required show up at the beginning off the work assignment, be it to the plant/quarry or job site will NOT be paid. Likewise, travel time from the end of the work assignment to any other location will NOT be paid.
29. Failure of Company or the individual independent contractor to meet these requirements and conditions may result in termination of Professional Services Agreement.
30. Pricing: The proposed pricing is to be firm-fixed pricing on a per hour basis for the driven truck.
 - i) This amount will be fixed for the term of this contract and shall only be adjusted pursuant to the Fuel Cost Adjustment provision as found in 31 below.
 - ii) The cost per Truck per hour is the County's total obligation to pay for the service. There will be no other cost that is billable by the Company. This means that the County has no obligation to cover any of the cost of operating the vehicle such as, without limitation; Fuel, Truck Payments, Repair and Maintenance, Truck Insurance Premiums, Permits, Licenses and Tolls, Tires, Driver Wages, Payroll Taxes and Benefits and Administration Costs.
31. Fuel Cost Adjustment and Billing Requirements and Procedures.
The purpose of this fuel adjustment is to adjust the price per hour as referenced in item 30 above in such a way as to minimize the trucking company's financial the impact associated with fuel price changes during the term of the agreement. Increased fuel pricing would, subject to the terms that follow result in an increase in the price per hour while decreases would result in a lower price per hour. The intent is to adjust only the fuel portion of the billing rate.
 - 31.0 The following are billing requirements and procedures for providing fuel cost adjustments (increases or decreases in diesel fuel) on a quarterly basis during the Term of PSA:
 - 31.0.1 An average price for fuel will be established the month the Agreement is signed and will determine the baseline fuel cost for the duration of the Agreement.
 - 31.1 Weekly invoices from the Company to Cherokee County Roads and Bridges shall include, as a minimum:
 - a. Ticket number issued by Company for each truck
 - b. Number of hours per day per truck
 - c. Dollar amount per day per truck
 - d. Total number of hours for all trucks
 - e. Total billing amount for all hours for all trucks

- 31.2 The Company must provide daily field tickets in their company name with a ticket number matching that provided on the invoice for each truck.
- 31.3 Fuel prices will be based on the most recent monthly posting issued by the U.S. Government's Energy Information Administration (EIA) website provided as follows:
- a. "Petroleum" category
 - b. "Weekly Retail Gasoline and Diesel Prices"
 - c. Diesel (On Highway)
 - d. Arrange by "Area"
 - e. The Lower Atlantic (P ADD 1 C) Area costs will be used to determine both the baseline and any adjustments
 - f. In the event this report is not available, a comparable evaluation of fuel costs will be selected by Cherokee County.
- 31.4. At the end of each calendar quarter during the term of the PSA, and upon availability of figures, the fuel costs as outlined will be reviewed.
- 31.5 The three (3) prior months per gallon fuel cost will be averaged:
- a. The average cost will be compared to the baseline price for the month of the implementation of the PSA and as found below.
 - b. The difference in this average cost and the baseline price will be used to adjust the per hour rental rate, positively or negatively, in accordance with the following:
 - i) Base Price for fuel for the month of contract implementation in the amount of \$X.XX per gallon
 - ii) An average fuel usage rate of six (6.0) gallons per hour per truck will be assumed
 - iii) The difference in the prior three (3) month average cost per gallon is subtracted from the Baseline Price per gallon to establish the cost change per gallon.
 - iv) The cost change per gallon (iii above) is then multiplied by six (6), the presumed consumption level being 6 gallons per hour.
 - v) This amount (either positive or negative) will then be added to the hourly bid amount per hour to determine the "new hourly rental rate".
 - c. The "new hourly rental rate" will be applicable to truck rentals effective the first of the following month.
- 31.6 Quarterly from the first adjustment period, the same procedure will be followed to evaluate changes in the costs of fuel and the resulting changes to the hourly rental rate for trucks.

32. Trucker Selection Process:

- (a) Cherokee County will maintain a list of the trucking companies under contract along with the number of trucks each has indicated would be available.
- (b) Public Works will determine how many trucks are needed for a given project.
- (c) Public Works will determine who to contact based on the number of trucks needed.
- (d) Public Works will send out a notification of the need for trucking services to those on the list by 3PM the day before services are required.
- (e) Public Works will make their selection(s) based on availability responses to meet the need.

RFP Updated on 1/30/2023 to include items 33 & 34 below:

- 33. Driver is an independent contractor and is responsible for having worker's compensation insurance meeting the State of Georgia requirements or, should the State not require worker's compensation, the Driver shall have and maintain comparable insurance at the State's statutory minimums.
- 34. Driver is responsible to obtain and/or maintain a DOT Medical Exam as per the Federal Motor Carrier Safety Administration "FMCSA" requirements.

By Signing Below, you agree with the Statement of Work terms

Representative's Name

Representative's Signature

Date

END OF STATEMENT OF WORK/SPECIFICATION

RFP# 2023-012 TRUCK DRIVING SERVICES

PRICING FORM

The price is inclusive of the terms and requirements contained in this RFP.

No minimum level of business is represented, information from the previous year is offered to provide historical context.

Company Name: _____

Price: \$ _____ / Per Hour, Per Truck

Number of Potentially Available Trucks: _____

Safety Record: Provide the last 3 years of the Driver's safety record. Include moving violations and accidents regardless of fault.

2022: _____

2021: _____

2020: _____

Experience: Provide the total number of hours on the road under similar form of agreement with other customers (experience with Cherokee County should be included). A reasonable estimate is acceptable.

Total Hours: _____

Representative's Name

Representative's Signature

Date