

8/20/24

TO: All Bidders under Invitation to Bid No. 24-101677

FROM: Department of Purchasing and Contracting, DeKalb County, Georgia

ADDENDUM NO. 1

Invitation to Bid (ITB) No. 24-101677, “20 Ton Equipment Trailer” is hereby amended as follows:

1. We have received questions pertaining to this Invitation. The questions and their resulting answers appear below:
 - A. Question: What is the deadline to complete delivery of 44 units to DeKalb County?
Answer: Delivery of services or goods will commence within 210 calendar days upon request.
 - B. Question: Will the initial PO be for all 44 trailers
Answer: Yes
 - C. Question: If not, what quantity increment will be issued at the start of this contract?
Answer: Please see answer for question B.
 - D. Question: Page 10: This contract covers all requirements... This paragraph seems to indicate that The County does not intend to commit itself to contracting for purchase all 44 of the trailers indicated with the solicitation. Please explain.
Answer: This paragraph is talking about what constitutes an order. The County will purchase the 44 trailers on a purchase order after approval.
 - E. Question: Page 10, Section I. COUNTY REQUIREMENT: “The Contract will be an “Indefinite Quantity” type with County requirements to be satisfied on an “as ordered” basis.” This is confusing. What is the purpose of solicitation language for 44 trailers but then state these will be ordered “as needed”?
Answer: The 44 trailers are considered a One Time Buy and will be purchased together at one time.
 - F. Question: Page 15, Item W. TERMINATION OF AGREEMENT: “Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract....”
The full language of this section seems to indicate that The County could arbitrarily give a 30 day notice to terminate this agreement, with or without cause, and with no financial obligation to the Contractor.

Please comment and clarify or reconfirm the intent of this language.

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Invitation to Bid (ITB) No. 24-101677, “20 Ton Equipment Trailer” continued

Answer: Paragraph W. Termination of Agreement reads: “Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination.”

- G. Question: What happens if the Contractor has a quantity of trailers in their build process and at a degree of completion that is not 100% ready to deliver?

Answer: An alternate delivery time may be considered provided it is communicated in advance and within an agreed reasonable timeframe.

- H. Question: If it is not the intention of the County to contract for an award, and take delivery of 44 of these trailers on a defined schedule, at what point will the contractor know for certain the total quantity of trailers to be committed for contract and delivery, and with a delivery schedule?

Answer: It is the intention of the County to award this contract and take delivery of the 44 trailers at the specified time outlined in the bid. The Contractor will know that the order is legitimate and has been placed when the Purchase Order has been processed and approved.

- I. Question: What is the address of the delivery destination for all 44 trailers advertised for bid?

Answer: 3043 Warren Rd., Decatur, GA 30034

- J. Question: Page 9: All prices are to be firm, FOB Destination, Freight Prepaid and Allowed: How will Dekalb County unload stacks of trailers that are delivered? Typically, these will ship in stacks of 4 with the first trailer in tow with 3 trailers stacked and strapped on top of the tow trailer. The last sentence: “The County will unload after prior notice”, page 9, seems to indicate that The County will unload?

Answer: The County will unload the trailers with a forklift when delivered.

- K. Question: Page 10. Also please verify if The County will move, park, or otherwise stage said trailers and do so with its own tractor tow equipment or if the delivering tractor will be required to move after all trailers are on the ground.

Answer: All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 9:00 A.M. and 2:30 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller’s telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.

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Invitation to Bid (ITB) No. 24-101677, “20 Ton Equipment Trailer”continued

- L. Question: Page 12, Item N. TERM: Again, this language is confusing within this solicitation. Is this merely “boiler plate language” that is used in general in a copy and paste method? How does this language apply to Solicitation # 24-101677?

Answer: This is only for annual contracts.

Question: In the past it seems these trailers have been advertised for bid?

Date Solicitation # Qty.

2/07/2012 3002287 12

7/30/2012 3002509 9

9/10/2014 3003312 7

Answer: That is correct.

- M. Question: Were any of those solicitations for these same trailer models?

Answer: You would need to submit an open records request to get this information.

- N. Question: Were any of those solicitations awarded?

Answer: They should have been awarded unless the solicitation was cancelled.

- O. Question: If any were not awarded, what is the chance this solicitation 24-101677 will not be awarded, or reduced in quantity?

Answer: The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.

- P. Question: In order to qualify for the LSBE criteria is there a requirement that the business be located within the geographical boundaries of DeKalb County?

Answer: Please review the DeKalb First-Local Small Business Ordinance Sec. 2-203 and the definitions of LSBE-DeKalb and LSBE-MSA (Metropolitan Statistical Area).

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Invitation to Bid (ITB) No. 24-101677, “20 Ton Equipment Trailer” continued

- Q. Question: How does a proposing contractor communicate to DeKalb County, and prove qualification as an MSA (Metropolitan Statistical Area) county?

Answer: Please review the DeKalb First-Local Small Business Ordinance Sec. 2-203 and the definitions of LSBE-DeKalb and LSBE-MSA (Metropolitan Statistical Area).

- R. Question: Page 10, item J, SAMPLES & TESTING: How are we supposed to do this? It is impractical to build a trailer, deliver it, and do this at no expense to the county, for the County’s testing or destruction. Is this merely bid “boiler plate”, copy and paste, language? If so, would DeKalb County please amend the language to a more practical use for this specific solicitation?

Answer: This part of the bid is not applicable to this solicitation.

- S. Question: Page 16: Section X. INDEMNIFICATION AGREEMENT: Per my questions above, paragraphs J and K, regarding the Contractor’s delivery and the potential of Unloading and Moving, Parking, or Staging by a DeKalb County Employee or Sub-Contractor: In this case wouldn’t a DeKalb County Employee or Sub-Contractor be liable, in its own right, and without attachment to the Contractor, should that DeKalb County Employee or Sub-Contractor somehow injure, maim, or kill someone, or otherwise cause property damage, within the Unloading, Moving, Parking, or Staging process?

Answer: The paragraph reads: “actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them.”

- T. Question: Page 32, paragraph 4, beginning with “Prime Contractor(s) deemed responsible”, and further with language indicating that an LSBE Prime Contractor (with a higher price submission) can have the opportunity to match the low-price submissions of a contractor who is not, at the purest merits of the definition of LSBE. In this final analysis, that seemingly successful bidding contractor would then not be deemed the lowest, responsive, and most responsible bidder, and would not be awarded the otherwise earned bid.

- How can this equation be justified by DeKalb County?

Answer: Please review the DeKalb First-Local Small Business Ordinance Sec. 2-204 regarding Benchmarks and Incentives.

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Invitation to Bid (ITB) No. 24-101677, “20 Ton Equipment Trailer” continued

U. Question: Section Listed below:

I. Electric System:

1. Shall have Pig Tail – Six (6) color-coded conductors of stranded 12 AWG rubber coated with jute separators. Clamp to outside of frame above chain connector.

What is the intended use of the “Pig Tail” mentioned in the section listed above. Is this referring to the connection to the truck? Is the intent to have a (female) receptacle on the trailer and then a (female) receptacle on the truck where the “Pig Tail” will have a plug on both ends.

Answer: It will be power wire for lights on the back of trailer. That is a simple 6 wire color coded, 12 gauge, rubber coded, connector and plug to connect to the truck. The wire should be clamped to outside frame for easy access to plug the truck connection for the lights.

V. Question: Can you clarify these questions regarding specifications for the captioned bid:

- A. Can we bid 14” I beam frame (30# per foot) vs spec of 12” and 26#. My engineers say the spec is for a 15 ton trailer.?

Answer: The 12 @ 26 is more than adequate on the beam for the length of the trailer. In fact, it builds in a safety factor that greatly exceeds the trailer allowable capacity rating. A 14” beam will make your deck height 2” taller, so we rather not have the 14” beam.

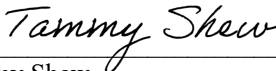
- B. Can we bid 5’ dove with stand up ramps as bi directional springs on ramps will break down quickly due to weight and rating?

Answer: We’ve been using layover ramps forever. I’ve asked the using department about stand-up ramps but they haven’t responded back to me as of yet. That is why I’ve delayed my response waiting to hear back from them.

- C. Can we increase size of bucket rest?

Answer: Yes

2. It is the responsibility of each bidder to ensure that he is aware of all addenda issued under this ITB. Please sign and return this addendum. You may call Tammy Shew, Procurement Agent, at 404-687-2796 or email at tgarmon@dekalbcountyga.gov before the bids are due to confirm the number of addenda issued.
3. All other conditions remain in full force and effect.



Tammy Shew
Senior Procurement Agent

ADDENDUM NO. 1

Invitation to Bid (ITB) No. 24-101677, "20 Ton Equipment Trailer" continued

ACKNOWLEDGMENT

Date: _____

The above Addendum is hereby acknowledged:

(NAME OF BIDDER)

(Signature)

(Title)

PH:ts