

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

July 20, 2017

Subject: Invitation for Bids #1362-B: HA5 HIGH DENSITY MINERAL BOND

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified contractors for HA5 High Density Mineral Bond, 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 <u>bid number</u> and <u>reference</u> along with your company's name and address on the <u>sealed</u> 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 #1362-B

REFERENCE: HA5 HIGH DENSITY MINERAL BOND

Bids will be received at the above address until 3:00 p.m., Friday, August 4, 2017 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m. August 4, 2017. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

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.

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 sixty (60) 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 no later than 3:00pm, Monday, March 6, 2017. 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.htm. 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 is #1362-B,
 - c. The "reference" which is HA5 High Density Mineral Bond.

Mail or deliver one (1) <u>unbound</u> 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. The county reserves the right to determine equivalency.
- 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. **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.

- 19. Partial Award: The County reserves the right to make award by location, or by lump sum award. The award will be made in the best interest of the county. Bidders may restrict their bids to consideration of a lump sum award or other restriction only by so indicating on the pricing sheet or the "Exceptions to Specifications" sheet included in the invitation to bid. Bidders who do not restrict consideration of their bids in this manner shall be expected to accept any portion of the bid awarded. The county reserves the right to award multiple contracts for the products or services sought by this invitation to bid.
- 20. **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.
- 21. **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 O.C.G.A. § 50-18-72 (A)(34).
- 22. **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.
- 23. 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 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.

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. **Unavailability of Funds**: The successful bidder 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.
- 26. **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

- 27. **Bid Bond**: You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 28. **Performance and Payment Bonds**: Prior to execution of a contract, the successful bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
- 29. **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.
- 30. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized.
- 31. **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.
- 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. **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.
- 36. **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.
- 37. **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.
- 38. **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.
- 39. **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.

Fayette County, Georgia Checklist of Required Documents

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

BID #1362-B: HA5 High Density Mineral Bond

•	Company information – on the form provided	1
•	Bid bond	
•	Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)	
•	Bid Sheet	
•	List of exceptions, if any – on the form provided	
•	Survey – Communication of Opportunity	
•	References – on form provided	
ME	PANV 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	
#1362-B: HA5 HIGH DENSITY MINERAL BOND Name of Project	
FAYETTE COUNTY, GEORGIA Name of Public Employer	
I hereby declare under penalty of perjury that the foregoi	ng is true and correct.
Executed on,, 2017 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	, 2017.
NOTARY PUBLIC	
My Commission Expires:	

BID #1362-B: HA5 HIGH DENSITY MINERAL BOND

Survey – Communication of Opportunity to Quote, Bid, or Propose (Please return this form with your response)

In order to serve you better, the Fayette County Purchasing Department is conducting a survey to determine the most effective ways to communicate with you and other vendors. Thank you for your assistance in collecting this information.

My company through:	learned of this opportunity to do business with Fayette County, Georgia
a)	Direct notification from the county (email, U.S. Mail, or other means)
b)	Fayette County Website
c)	Fayette News
d)	Local Government Access Marketplace (www.glga.org)
e)	Cable Channel 23
f)	Greater Georgia Black Chamber of Commerce
g)	Georgia Procurement Registry
h)	Other:
COMPANY N	NAME:

BID #1362-B HA5 HIGH DENSITY MINERAL BOND

INTRODUCTION

Fayette County, Georgia is seeking bids from qualified contractors to provide HA5 High Density Mineral Bond at the following locations in Fayette County:

- Kiwanis Park Parking Lot, 980 Redwine Road, Fayetteville, GA
- Fayette County Sheriff's Office, 155 Johnson Ave., Fayetteville, GA

KIWANIS PARK PARKING LOT PROJECT SPECIFICATIONS

- Estimated 24,154 SY area requiring two (2) coats of HA5 High Density Mineral Bond
 - o 6614 SY to complete front parking lot
 - o 3057 SY road through the park
 - o 8385 SY back parking lot and the road to this lot
 - o 1029 SY path between baseball fields
 - o 1115 SY road to the sand storage barn
 - o 3954 SY parking lot to the old gym building
- Contractor will Crack Seal pavement before HA5 installation.
- This work can be completed Monday through Thursday.
- Park and Recreation Department will coordinate the closing of parking lots. This project needs to be spread over a minimum of two (2) days to prevent the entire lot being closed at one time.
- Contractor will be responsible for removal of loose rock on the pavement surface before the HA5 is installed.
- The County will also like a lump sum bid for re-striping the existing parking lot with commercial grade parking lot striping paint to match existing layout including handicap parking spaces.
- If additional funding is available after the above parking lot bids are received, the County would like the ability to place two (2) coats of HA5, crack seal and striping behind the Recreation Department's building that access off of Old Senoia Road. This item is listed as an option on the bid sheet, and may be awarded or not at the county's discretion.

SHERIFF'S PARKING LOT PROJECT SPECIFICATIONS

- Estimated 24,000 SY area requiring two (2) coats of HA5 High Density Mineral Bond.
- Contractor will Crack Seal pavement before HA5 installation.
- Sheriff's Department will coordinate the closing of parking lots. This project needs to be spread over a minimum of two (2) days to prevent the entire lot being closed at one time.
- Contractor will be responsible for removal of loose rock on the pavement surface before the HA5 is installed.

- County will also like a lump sum bid for re-striping the existing parking lot with commercial grade parking lot striping paint to match existing layout including handicap parking spaces.
- In addition the contractor will need to coordinate the striping of the front parking lot that the County Crews will be re-paving in-house. County will provide paving schedule when notice to proceed is issued. Estimated square yards for this work are 4,250. This item is listed as an option on the bid sheet, and may be awarded or not at the county's discretion.

EXCEPTIONS TO SPECIFICATIONS IFB #1362-B: HA5 HIGH DENSITY MINERAL BOND

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____

IFB #1362-B: HA5 HIGH DENSITY MINERAL BOND

BID SHEET - KIWANIS PARK, 980 REDWINE ROAD

DESCRIPTION	ESTIMAT ED QTY	UNIT PRICE	EXTENDED PRICE
APPLICATION OF TWO (2) COATS HIGH DENSITY MINERAL BOND	24,154 SY	\$	s
CRACK FILL	LUMP SUM		\$
STRIP LOT AS EXISTS	LUMP SUM		\$
KIWANIS PARK TOTAL:			s

KIWANIS PARK - OPTIONS

ADDITIONAL WORK TWO (2) COATS MINERAL BOND	3,620 SY	\$ \$
ADDITIONAL WORK CRACK FILL	LUMP SUM	\$
ADDITIONAL WORK STRIPING	LUMP SUM	\$
OPTION TOTAL KIWANIS PARK:		\$

KIWANIS PARK OVERALL		\$
TOTAL:		

NOTE: All applicable charges shall be included in your total unit prices, including but not limited to all labor, administrative forces, materials, bond, mix design, testing, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

STATE COMMENCEMENT TIME AFTER NOTICE TO PROCEED IS RECEIVED:	DAYS.
STATE PAYMENT TERMS	DAYS.
COMPANY NAME:	

IFB #1362-B: HA5 HIGH DENSITY MINERAL BOND

BID SHEET - SHERIFF'S PARKING LOT, 155 JOHNSON AVE.

DESCRIPTION	ESTIMAT ED QTY	UNIT PRICE	EXTENDED PRICE
APPLICATION OF TWO (2) COATS HIGH DENSITY MINERAL BOND	24,000 SY	\$	\$
CRACK FILL	LUMP SUM		\$
STRIP LOT AS EXISTS	LUMP SUM		S
SHERIFF'S PARKING LOT TOTAL:			\$
ADDITIONAL FRONT STRIPING	LUMP SUM		\$
PTION ADDITIONAL FRONT STRIPING	LUMP SUM		\$
SHERIFF'S PARKING LOT OVERALL TOTAL:			\$
ΓΕ: All applicable charges shall be incl labor, administrative forces, materi other amounts. No additional char	ials, bond, mix	design, testing, equ	uipment, installation, and
TE COMMENCEMENT TIME AFTER	R NOTICE TO	PROCEED IS RE	CEIVED: D
TE PAYMENT TERMS			DAV

COMPANY NAME:

REFERENCES - BID #1362-B: HA5 HIGH DENSITY MINERAL BOND

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 required.

REFERENCE ONE

Government/Company Name	
	Contract Period
Scope of Work	
REFERENCE TWO	
Government/Company Name	
City	
Contact Person and Title	
Phone	Contract Period
Scope of Work	
REFERENCE THREE	
Government/Company Name	
City	
Contact Person and Title	
	Contract Period
Scope of Work	
COMBANYNAMO	

COMPANY INFORMATION

BID #1362-B: HA5 HIGH DENSITY MINERAL BOND

Company	
Physical Address of Business	
Authorized Representative	(Print or Type)
Authorized Representative	(Signature)
Title	
Email Address:	
Company Telephone Number:	Fax Number:
************	***************
Project Contact Person Name:	
Office Number:	Cellular Number: