



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

February 2, 2018

Subject: ITB #1456-B: Precast Concrete Storm Drainage Products

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified suppliers for an annual contract to supply various types and sizes of precast concrete storm drainage products to be ordered as needed, in accordance with the information and specifications contained herein. The term of this agreement shall be a period of one year beginning July 1, 2018 through June 30, 2019. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms with the agreement of both parties.

Questions concerning this invitation to bid should be addressed to Trina Barwicks, Contract Administrator in writing via email to tbarwicks@fayettecountyga.gov or fax to (770) 719-5515. Questions will be accepted until 3:00 pm, Monday, February 12, 2018.

Purchasing Department office hours are Monday through Friday 8:00am to 5:00pm. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Bid Number: 1456-B

Bid Name: Precast Concrete Storm Drainage Products

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 **bid name** along with your company's name and address on the **sealed** envelope in which the bid is returned.

Bids will be received at the above address until 3:00 p.m., Thursday, February 15, 2018 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m. February 15, 2018. Bids must be signed to be considered. Late bids will not be considered. Faxed or emailed bids will not be considered.

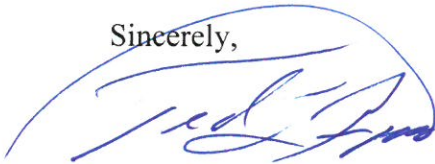
If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County 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 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 is #1456-B, and
 - c. The “reference” which identifies the bid, which is “**Precast Concrete Storm Drainage Products**”.

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 Georgia
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. **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 item, by group of items, by any combination of items, 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 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.

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 July 1, 2018, and continue through June 30, 2019. 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. **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.
28. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized.
29. **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.
30. **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.
31. **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.

32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
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 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)*

IFB #1456-B: PRECAST CONCRETE STORM DRAINAGE PRODUCTS

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, if any _____

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

#1456-B: Precast Concrete Storm Drainage Products

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 _____, _____, 2018 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 _____, 2018.

NOTARY PUBLIC

My Commission Expires:

IFB #1456-B: PRECAST CONCRETE STORM DRAINAGE PRODUCTS

INTRODUCTION

Fayette County, Georgia is seeking bids for an annual contract for the purchase of various types and sizes of precast concrete storm drainage products.

PURPOSE

The purpose of this bid is to establish a firm fixed price for the procurement of an indefinite quantity of the precast concrete storm drainage products listed below.

SPECIFICATIONS

1. All items must meet Georgia Department of Transportation Standard Specifications, latest edition. Any exceptions must be clearly noted in the bid submittal.
2. All products listed in this bid must be from a source listed in Georgia Department of Transportation's QPL #4: Concrete Pipe, Precast Manhole Units, Culverts and Miscellaneous Precast Producers".
<http://www.dot.ga.gov/doingbusiness/materials/qpl/Documents/qpl04.pdf>
3. All round pipe must be in nominal 8-foot lengths.
4. The price for pipe shall include joint gaskets and lubricant.
5. All pipe needs to include lift holes with plugs.
6. The bid price shall be the full all-inclusive price for the product being bid. No additional charges will be accepted.
7. Items will be ordered as needed.
8. Delivery will be to job locations in Fayette County, Georgia. Delivery time needs to be between 8am to 2pm, Monday thru Friday excluding holidays.

**PRICING SHEET –
IFB #1456-B: PRECAST CONCRETE STORM DRAINAGE PRODUCTS**

ITEM NO.	ITEM	BID AMOUNT	PER	ESTIMATED QUANTITY	EXTENDED PRICE
1	15" Reinforced Concrete Pipe, Class 3		foot	80	=
2	18" Reinforced Concrete Pipe, Class 3		foot	640	=
3	24" Reinforced Concrete Pipe, Class 3		foot	640	=
4	30" Reinforced Concrete Pipe, Class 3		foot	480	=
5	36" Reinforced Concrete Pipe, Class 3		foot	480	=
6	42" Reinforced Concrete Pipe, Class 3		foot	240	=
7	48" Reinforced Concrete Pipe, Class 3		foot	160	=
8	54" Reinforced Concrete Pipe, Class 3		foot	40	=
9	60" Reinforced Concrete Pipe, Class 3		foot	40	=
10	66" Reinforced Concrete Pipe, Class 3		foot	40	=
11	72" Reinforced Concrete Pipe, Class 3		foot	40	=
12	15" Flared End Section (GA DOT Std 1120)		ea	4	=
13	18" Flared End Section (GA DOT Std 1120)		ea	6	=

ITEM NO.	ITEM	BID AMOUNT	PER	ESTIMATED QUANTITY	EXTENDED PRICE
14	24" Flared End Section (GA DOT Std 1120)		ea	6	=
15	30" Flared End Section (GA DOT Std 1120)		ea	6	=
16	36" Flared End Section (GA DOT Std 1120)		ea	2	=
17	42" Flared End Section (GA DOT Std 1120)		ea	2	=
18	15" Safety End Section 4:1 Slope (GA DOT Std 1122)		ea	4	=
19	18" Safety End Section 4:1 Slope (GA DOT Std 1122)		ea	10	=
20	24" Safety End Section 4:1 Slope (GA DOT Std 1122)		ea	10	=
21	30" Safety End Section 4:1 Slope (GA DOT Std 1122)		ea	8	=
22	36" Safety End Section 4:1 Slope (GA DOT Std 1122)		ea	8	=
23	42" Safety End Section 4:1 Slope (GA DOT Std 1122)		ea	4	=
24	15" Safety End Section 6:1 Slope (GA DOT Std 1122)		ea	4	=
25	18" Safety End Section 6:1 Slope (GA DOT Std 1122)		ea	8	=
26	24" Safety End Section 6:1 Slope (GA DOT Std 1122)		ea	8	=
27	30" Safety End Section 6:1 Slope (GA DOT Std 1122)		ea	6	=
28	36" Safety End Section 6:1 Slope (GA DOT Std 1122)		ea	6	=

ITEM NO.	ITEM	BID AMOUNT	PER	ESTIMATED QUANTITY	EXTENDED PRICE
29	42" Safety End Section 6:1 Slope (GA DOT Std 1122)		ea	4	=
30	Headwall for 15" RCP (GA DOT Std 1125)		ea	2	=
31	Headwall for 18" RCP (GA DOT Std 1125)		ea	4	=
32	Headwall for 25" RCP (GA DOT Std 1125)		ea	4	=
33	Headwall for 30" RCP (GA DOT Std 1125)		ea	4	=
34	Headwall for 36" RCP (GA DOT Std 1125)		ea	4	=
35	Headwall for 42" RCP (GA DOT Std 1125)		ea	4	=
36	Headwall for 48" RCP (GA DOT Std 1125)		ea	4	=
37	Headwall for 54" RCP (GA DOT Std 1125)		ea	2	=
38	Headwall for 60" RCP (GA DOT Std 1125)		ea	2	=
39	Headwall for 66" RCP (GA DOT Std 1125)		ea	2	=
40	Headwall for 72" RCP (GA DOT Std 1125)		ea	2	=
41	Delivery/Freight/Fuel Charge, if any, for each delivery less than 10 tons		per order		

STATE PAYMENT TERMS _____ DAYS. / STATE DELIVERY TIME AFTER RECEIPT OF ORDER _____ DAYS.

COMPANY NAME: _____

**IFB #1456-B: PRECAST CONCRETE STORM DRAINAGE PRODUCTS -
REFERENCES**

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 _____

City _____

Contact Person and Title _____

Phone _____ 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 _____

Phone _____ Contract Period _____

Scope of Work _____

COMPANY NAME _____

IFB #1456-B: PRECAST CONCRETE STORM DRAINAGE PRODUCTS

COMPANY INFORMATION

Company _____

Physical Address of Business _____

Mailing Address (**If Different**) _____

Authorized Representative _____
(Print or Type)

Authorized Representative _____
(Signature)

Title _____

Email Address: _____

Company Telephone Number: _____ Fax Number: _____

Project Contact Person Name: _____

Email Address for 24 Hr. Notification: _____

Office Number: _____ **Cellular Number:** _____