



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

April 22, 2020

Subject: Invitation to Bid #1819-B: Annual Pavement Striping

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for Annual Pavement Striping. You are invited to submit a bid in accordance with the information contained herein.

Questions concerning this invitation to bid should be addressed to Natasha Duggan, Contract Administrator, in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until 3 p.m., Friday, May 8, 2020.

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.

Please return your response to the following address:

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

Bid Number: #1819-B
Bid Name: Annual Pavement Striping

Bids will be received at the above address until 12:00 p.m., Friday, May 22, 2020 in the Purchasing Department, Suite 204. For bids that you may drop off in person, there will be a large metal parcel drop box located outside the front door of the Purchasing Department, Suite 204, in the county complex at 140 Stonewall Avenue West, Fayetteville, Georgia. You must place your bid in the drop box no later than 12:00 p.m. on Friday, May 22, 2020. Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered. A virtual bid opening will be held at 3:00 p.m. on that day in the Board of Commissioners' public meeting room. An addendum will be issued prior to the bid opening with instructions on how to view the bid opening.

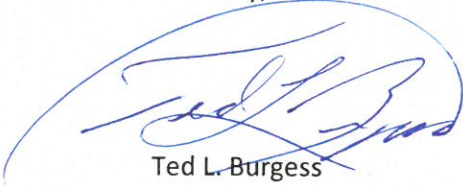
Your envelope *must* be sealed, and should show your company's name and address.

Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered.

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a large, light blue oval shape.

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS
ITB #1819-B: Annual pavement Striping

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions 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 six days 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 https://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 #1819-B, and
 - c. The bid name, which is Annual Pavement Striping.

Mail or deliver one (1) original, unbound (no staples or paperclips) bid, signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy, to:

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

Bid Number: #1819-B
Bid Name: Annual Pavement Striping

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. **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.
17. **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.
18. **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.
19. **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 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 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.
20. **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).

21. **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.
22. **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.

23. **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.
24. **Term of Contract:** The initial term of this agreement shall begin July 1, 2020 continue through June 30, 2021. 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).
25. **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.

26. **Insurance:** 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:
- 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, except with express written authorization from the county.
31. **Indemnification:** The contractor shall defend, 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.

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.

Checklist of Required Documents

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

ITB #1819-B: Annual pavement Striping

Company information – on the form provided _____

Bid Bond _____

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

#1819-B: Annual Pavement Striping

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 _____, _____, 2020 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 _____, 2020

NOTARY PUBLIC

My Commission Expires:

COMPANY INFORMATION
ITB #1819-B: Annual pavement Striping

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email Address: _____

REFERENCES

ITB #1819-B: Annual pavement Striping

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 NAME _____

SCOPE & SPECIFICATION
ITB #1819-B: Annual pavement Striping

INTRODUCTION

Fayette County Purchasing Department is soliciting bids from pavement marking contractors for various roadway striping projects required regularly in the construction and maintenance of county roads. The work will be at various project locations throughout Fayette County. The contract resulting from this invitation for bids will be an annual contract as listed in the General Terms and Conditions #24. All work will be requested by the Fayette County Road Department.

General Notes / Specifications

1. All work shall be performed in accordance with Georgia Department of Transportation Standard Specifications section 652, 653 and 654 unless otherwise noted.
2. All materials shall conform to Georgia Department of Transportation standard specifications. Materials compliance certification shall be available upon request.
3. Permanent striping paint shall be High Build.
4. The successful contractor shall provide work zone traffic control measures in conformance with the Manual of Uniform Traffic Control Devices (MUTCD), during the process of the contractor's work.
5. The contractor shall warranty all work for twelve (12) months against defective materials and installation. Defective work must be replaced at no cost to Fayette County during this period.
6. The Assistant Director of the Fayette County Road Department or his representative will be available to meet on site to discuss any special instructions or potential problems prior to beginning each job.
7. The contractor shall be responsible any pre-lining that is needed.
8. Raised Pavement Markers shall be as per Georgia Department of Transportation "Details of Raised Pavement Markers" T-15C and Georgia Department of Transportation Standard Specifications Section 654.
9. The unit prices shall include mobilization, fuel surcharge fees, overhead and any other cost or fee as these will not be called out separately.
10. Payment will be made on a unit price basis. In case of a discrepancy between the unit price and the total price, the unit price will prevail.
11. Thermoplastic pre-lining shall be placed as soon as possible after the road is resurfaced. Thermoplastic pavement markings shall be installed within 30 days after resurfacing has been completed.
12. Fayette County will be responsible for clipping the grass from the edge of the pavement before edge line markings are installed.

PRICING SHEET, page 1
ITB #1819-B: Annual Pavement Striping

SECTION 1: THERMOPLASTIC PAVEMENT MARKINGS

	GDOT #	Item Description	Unit	Est Qty	Unit Price	Extended Price
1	653-2501	5" Solid White	Lin. Mile	22		
2	653-2502	5" Solid Yellow	Lin. Mile	22		
3	653-3501/2	5" Skip White or Yellow	Gross Lin. Mile	15		
4	653-1704	24" Solid White, 125 mils	Lin. Ft.	500		
5	653-1604	18" Solid White, 125 mils	Lin. Ft.	50		
6	653-1804	8" Solid White, 125 Mils	Lin. Ft.	50		
7	653-6004	Thermo Traffic Stripe White	Sq. Yds	2500		
8	653-6006	Thermo Traffic Stripe Yellow	Sq. Yds	2500		
9		Single Arrow, TP1 & TP2	Each	25		
10	653-0100	Railroad crossing marking	Each	1		
Section 1 Total:						

SECTION 2: PAINTED PAVEMENT MARKINGS

	GDOT #	Item Description	Unit	Est Qty	Unit Price	Extended Price
11	652-2501	5" solid white	Lin. Mile	5		
12	652-2502	5" solid yellow	Lin. Mile	5		
13	652-3501	5" skip white	Gross Lin. Mile	2		
14	652-3502	5" skip yellow	Gross Lin. Mile	2		
15		5" short skip white	Gross Lin. Ft.	250		
16		5" short skip yellow	Gross Lin. Ft.	250		
17	652-5801	8" solid white	Lin. Ft.	25		
18		24" solid white	Lin. Ft.	100		
19	652-9001	Traffic Stripe white	Sq. Yds	500		
20	652-9002	Traffic Stripe yellow	Sq. Yds	500		
Section 2 Total:						

PRICING SHEET, page 2
ITB #1819-B: Annual Pavement Striping

SECTION 3: TEMPORARY PAINTED PAVEMENT MARKINGS

	GDOT #	Item Description	Unit	Est Qty	Unit Price	Extended Price
21		4" or 5" solid white	Lin. Mile	10		
22		4" or 5" solid yellow	Lin. Mile	10		
23		4" or 5" skip white or yellow	Gross Lin. Mile	10		
24		12" solid white	Lin. Ft.	100		
25		Single Arrow, TP1 and TP 2	Each	25		
Section 3 Total:						

SECTION 4: RAISED PAVEMENT MARKERS

	GDOT #	Item Description	Unit	Est Qty	Unit Price	Extended Price
26	654-1001	Supply and install Type 1 raised pavement markers	Each	2000		
27	654-1002	Supply and install Type 2 raised pavement markers	Each	250		
28	654-1003	Supply and install Type 3 raised pavement markers	Each	50		
Section 4 Total:						
Total Bid (Sections 1 - 4):						

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

Amount of notification time required to be given by Fayette County when requesting work? (This will be a factor in the award). _____ Days

State length and nature of warranty: _____

EXCEPTIONS TO SPECIFICATIONS
ITB #1819-B: Annual pavement Striping

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

COMPANY NAME: _____