



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

May 27, 2020

Subject: Invitation to Bid #1838-B Asphalt

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for asphalt concrete to be ordered as needed, in accordance with the information and specifications contained herein.

Questions concerning this invitation to bid should be addressed to Natasha Duggan in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until 3:00 p.m., Wednesday, June 10, 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: 1838-B
Bid Name: Asphalt

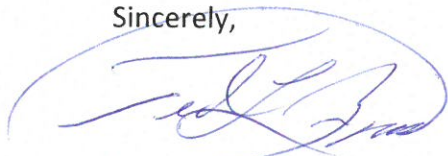
Your envelope *must* be sealed, and should show your company's name and address.

Bids will be received at the above address until 12:00 p.m., Thursday, June 18, 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 Thursday, June 18, 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. An addendum will be issued prior to the bid opening with instructions on how to view the bid opening.

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,



Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS

Invitation to Bid #1838-B: Asphalt

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 #1838-B, and
 - c. The bid name, which is Asphalt

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

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

Bid Number: 1838-B
Bid Name: Asphalt

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 specified on the Invitation to Bid cover letter or a subsequent addendum 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. **Secondary Contracts:** The County reserves the right to award a secondary contract to the responsive, responsible bidder making the second lowest bid. Considerations in selecting a secondary contract will be the same as for the primary contract.
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 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 upon the issuance of a written Notice to Proceed, and 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. **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.
27. **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.
28. **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.

29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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 #1838-B: Asphalt

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
#1838-B: Asphalt

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:

SCOPE AND SPECIFICATIONS

ITB #1838-B: Asphalt

Fayette County is soliciting bids to identify a supplier for asphaltic concrete. The terms and conditions of this bid and associated contract shall be valid for the duration of the initial contract and any contract renewals.

GENERAL SPECIFICATIONS AND NOTES

1. All materials and mix designs shall meet the most recent specifications of the Georgia Department of Transportation including Special Provision 828.
2. Georgia DOT approved Job Mix Formulas shall be available on all County and DOT projects.
3. The asphalt plant shall be approved by Georgia DOT and shall be listed on Georgia DOT's QPL No. 45.
4. Unit price shall include all applicable mix design and testing requirements.
5. Bid prices shall remain firm throughout the contract term, including any contract renewals.
6. Fayette County shall provide for all hauling of materials from the plant.
7. The distance to the vendor's place of business – the location at which the material is to be picked up – will be a consideration in the award of this contract.
8. The Pricing Sheet is based on the Georgia DOT Asphalt Cement Price Index, as posted monthly on the GDOT webpage.
9. The Index Value shall apply to all material picked-up during the applicable month, i.e., from the first to the last day of the month, regardless of the date the index is posted.
10. Fayette County reserves the right to award the contract to more than one supplier.
11. The asphalt plant shall be able to supply a minimum of 650 tons of required asphalt mix within a nine hour period, from 7:00 a.m. to 5:00 p.m. Bids should indicate if the plant has a holding silo that may be used to assist loading and production on heavy volume days.
12. The vendor shall notify Fayette County 24-hours in advance when the plant is scheduled to produce 2,500 tons or greater amount of asphalt.
13. The following information shall be provided on all invoices:
 - a. The bid number (#1838-B) and order number (to be provided by the Road Department) for the particular invoice;
 - b. Identification of the mix design type ordered/supplied and name of the plant that provided the material;
 - c. The unit price of the mix design ordered/supplied;
 - d. Identification of the GDOT Asphalt Cement Price Index; if applicable;

Invoices with incorrect and/or missing information will be returned to the supplier for correction prior to payment. Fayette County will not pay late fees for invoices delayed due to incorrect or missing information.

PRICING SHEET, page 1
ITB #1838-B: Asphalt
All asphalt mixes include lime

| ACPI (\$/Ton) | Price Bid Per Ton | | | | | | | Award Scoring Weight |
|------------------|-------------------|------------------|-------------------|---------|-------|-------|-----------------------------------|----------------------------|
| | 4.75 mm | Superpave | | | | | 12.5 mm Open Interlayer Mix | |
| | | 9.5 mm Type I | 9.5 mm Type II | 12.5 mm | 19 mm | 25 mm | | |
| <i>Est Tons:</i> | 10 | 600 | 15,000 | 6,000 | 6,000 | 10 | 1,000 | |
| 276-300 | | | | | | | | 75% |
| 301-325 | | | | | | | | 75% |
| 326-350 | | | | | | | | 75% |
| 351-375 | | | | | | | | 100% |
| 376-400 | | | | | | | | 100% |
| 401-425 | | | | | | | | 100% |
| 426-450 | | | | | | | | 100% |
| 451-475 | | | | | | | | 100% |
| 476-500 | | | | | | | | 100% |
| 501-525 | | | | | | | | 100% |
| 526-550 | | | | | | | | 100% |
| 551-575 | | | | | | | | 100% |
| 576-600 | | | | | | | | 100% |
| 601-625 | | | | | | | | 75% |
| 626-650 | | | | | | | | 75% |
| 651-675 | | | | | | | | 75% |
| 676-700 | | | | | | | | 75% |
| 701-725 | | | | | | | | 50% |
| 726-750 | | | | | | | | 50% |
| 751-775 | | | | | | | | 50% |
| 776-800 | | | | | | | | 50% |

COMPANY NAME: _____

PRICING SHEET, page 2
ITB #1838-B: Asphalt

INSTRUCTIONS:

1. **Do not submit more than one bid.** Do not submit separate bids for multiple plants or locations, or for any other reason.
2. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.
3. The "Award Scoring Weight" shown on the Pricing Sheet will be used to calculate a weighted score for each bid to determine the successful bidder. The contracted price will be your full quoted price. For your information, a sample page that shows the weighted scoring calculation is included in this Invitation to Bid Package. The calculation for each asphalt type will be your bid price times the shown weight times the estimated quantity.

Number of available holding silos: _____

State tonnage each silo can hold: _____

Address of plant where asphalt will be picked up: _____

COMPANY NAME: _____

REFERENCES
ITB #1838-B: ASPHALT

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 _____

COMPANY INFORMATION

ITB #1838-B: Asphalt

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: _____