



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

April 23, 2021

Subject: Invitation to Bid #1964-B ROADWAY STRIPING

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for county roadway 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 Sherry White, in writing via email to swhite@fayettecountyga.gov or fax to (770) 305-5544. Questions will be accepted until 2:00pm on Friday, May 7, 2021.

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

Please return your bid to the following address:

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

Bid Number: 1964
Bid Name: ROADWAY STRIPING

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

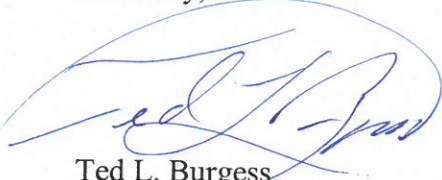
Bids will be received at the above address until 12:00pm on Thursday, May 20, 2021 in the Purchasing Department, Suite 204. For bids that you may drop off in person, there will be a large metal parcel drop box located outside the front door of the Purchasing Department, Suite 204, in the county complex 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, May 20, 2021.

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. You may view the virtual bid opening on Livestream by clicking: <https://vimeo.com/user133262656>.

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", enclosed within a large, loopy blue oval scribble.

Ted L. Burgess
Director of Purchasing

Invitation to Bid #1964-B ROADWAY STRIPING

GENERAL TERMS AND CONDITIONS

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 by the date indicated in the invitation to bid cover letter. 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 www.fayettecountyga.gov. 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 #1964-B, and
 - c. The bid name, which is **ROADWAY STRIPING**

Mail or deliver one (1) original unbound 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

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. **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.
14. **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.

15. **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.
16. **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.
17. **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.
18. **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).
19. **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.
20. **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.

21. **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.
22. **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.
23. **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 offer or 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

24. **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).
25. **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).
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)*

Invitation to Bid #1964-B ROADWAY STRIPING

Company information – on the form provided _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Bid Bond _____

Pricing sheet _____

List of exceptions, if any – on the form provided _____

References – on form provided _____

Addenda, signed, if any are issued _____

COMPANY NAME: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.
- h)

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

1964-B ROADWAY 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 _____, _____, 20____ 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 _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

ITB #1964-B ROADWAY STRIPING

COMPANY INFORMATION

COMPANY

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: _____

ITB #1964-B ROADWAY STRIPING

REFERENCES

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 _____

ITB #1964-B ROADWAY STRIPING

SPECIFICATIONS

Fayette County was recently awarded funds by the Georgia Department of Transportation (GDOT) to be used for restripe faded markings on existing roads and replace/add raised pavement markers (RPMs). This bid will not include adding any new pavement markings. Funding for the project Group 1 roads have been approved by GDOT. The County is awaiting approval from GDOT for the additional roads, Group 2. This is a Fayette County Fiscal Year 2022 project with a Notice to Proceed scheduled to release in July 2021.

Restriping of roads will follow current existing striping layout using GDOT standards and specifications. All materials placed will be from approved GDOT sources. Vendors must submit GDOT Qualified Product List (QPL) number of the material sources.

Restriping of each road will be bid as lump sum. It is the contractor's responsibility to determine the individual quantities needed of each road for striping. Rpms will be bid out as an each item for the replacement of missing or adding new rpms to the listed streets.

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 must conform to Georgia Department of Transportation standard specifications. Materials compliance certification shall be available upon request.
3. 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.
4. Contractor will be responsible for providing any required pilot vehicles needed to prevent traffic from driving on the wet markings.
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 should include mobilization, fuel surcharge fees, overhead and any other cost or fee as these will not be called out separately.

ITB #1964-B ROADWAY STRIPING

PRICING SHEET

GROUP 1 ROADS

#	STREET NAME	ESTIMATED LENGTH	BEGINNING	ENDING	LUMP STRIPING SUM COST	ESTIMATED NUMBER OF MISSING RPM'S	UNIT COST	RPM COST	STREET TOTAL COST
1	Banks Road	1.74	SR 54 Widening Project	SR 85		230			
2	Bernard Road	3.04	Goza Road	Redwine Road		400			
3	Brooks Road	0.81	Hwy 85 Connector	New Pavement		110			
4	Hwy 85 Connector	6.93	SR 85	County Limits		930			
5	Palmetto Road	1.68	SR 74	County Limits		220			
6	Sandy Creek Road	0.59	New Pavement	Veteran's Parkway		80			
7	Westbridge Road	2.66	SR 92	County Limits		350			
8	White Road	0.9	SR 314	City Limits		120			
GROUP 1 TOTALS		18.35				2440			

GROUP 2 ROADS

#	STREET NAME	ESTIMATED LENGTH	BEGINNING	ENDING	LUMP STRIPING SUM COST	ESTIMATED NUMBER OF MISSING RPM'S	UNIT COST	RPM COST	STREET TOTAL COST
9	1st Manassas Mile	0.8	Bradford Square	Dead End		110			
10	Antioch Road	1.1	Brooks Woolsey Road	Dead End		150			
11	Callaway Road	1.6	SR 54	S. Jeff Davis Drive		210			
12	County Line Road	2.28	McDonough Road	Inman Road		300			
13	Eastin Road	N/A	N/A	N/A		N/A			
14	Ginger Cake Road	3.41	SR 92	SR 54		450			
15	Goza Road	4.6	SR 92	SR 85		610			
16	Hood Road	0.9	Veteran's Parkway	Dead End		120			
17	Morgan Mill Road	2.52	Brooks Woolsey Road	Padgett Road		330			
18	Morning Road	0.5	SR 279	Kenwood Road		70			
19	Padgett Road	1.9	Morgan Mill Road	SR 74		250			
20	Price Road	1.85	Hwy 85 Connector	Bankstown Road		240			
21	Spear Road	0.76	Ebenezer Road	Robinson Road		100			
22	Veteran's Parkway	4.05	City Limits	SR 92		540			
GROUP 2 TOTALS		26.27				3480			

GRAND TOTALS	44.62					5920			
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NOTE: All applicable charges shall be included in your 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.

GDOT Qualified Product List (QPL) number: _____

State warranty coverage (12 month minimum): _____

State number of days needed to start after Notice to Proceed is issued (30 days maximum) ____ Days

COMPANY NAME: _____

ITB #1964-B ROADWAY STRIPING

EXCEPTIONS TO SPECIFICATIONS

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

COMPANY NAME: _____