

October 5, 2023

Subject: Request for Quote #2334-A: CRACK SEALING & MASTIC ONE SERVICES

Gentlemen/Ladies:

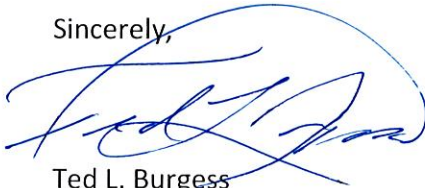
Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

Address any questions you may have about this request for quotes to Sherry White via email to swhite@fayettecountyga.gov or fax to (770) 719-5544. Questions will be accepted until 3:00p.m., Monday, October 16, 2023.

Quotes will be accepted until 3:00p.m, Tuesday, October 24, 2023. Please provide your quote and other information via email to Sherry White, Contract Administrator at swhite@fayettecountyga.gov or fax to (770) 719-5544.

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.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB/sw

Attachment

GENERAL TERMS AND CONDITIONS
RFQ #2334-A: CRACK SEALING & MASTIC ONE SERVICES

1. **Definitions:**
 - a. **Responder:** A company or individual who submits a quote in response to this RFQ.
 - b. **Successful Responder:** The Responder that is awarded a contract.
 - c. **Contractor:** The Successful Responder, upon execution of the contract.
 - d. **County:** Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the County, incorporating the Request for Quotes and the Responder's quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the Request for Quotes, except to the extent that a Responder takes written exception to such provisions, and the County agrees to the exceptions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The Responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this Request for Quotes may result in rejection of the quote.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date to the date of award.
4. **References:** Include with your quote 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 Request for Quotes, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The Responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the County in the Request for Quotes. If a Responder submits more than one quote without being requested or authorized to do so, the County may disqualify the quotes from that Responder, at the County's option.
7. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any quote received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
8. **Brand Name:** If items in this Request for Quotes 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 quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
9. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.

10. **Quantities are Estimates:** Quantities listed herein are estimates for the project specified. If the quantity exceeds listed estimates, the County reserves the right to order additional quantities at the prices stated in the quote of the Successful Bidder.
11. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the Request for Quotes, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the Responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
12. **Non-Collusion:** By responding to this Request for Quotes, the Responder represents that the quote is not made in connection with any competing Responder, supplier, or service provider submitting a separate response to this Request for Quotes, and is in all respects fair and without collusion or fraud.
13. **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.

14. **Evaluation:** Award will be made to the lowest responsive, responsible Responder, 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 Responder to perform, and the Contractor 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 item, any quote, or all quotes, and to re-solicit for pricing.
15. **Unbalanced Quotes:** If the County determines that the apparent low quote is materially unbalanced, the County retains the right to deem the Responder offering the apparent low quote non-responsive, and to reject said quote and award to the Responder with the next-lowest quote whose quote is not materially unbalanced, or to reject any and all responses and re-advertise the project.

16. **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 quote, 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.
17. **Trade Secrets – Confidentiality:** If any person or entity submits a bid, proposal, or quote that contains trade secrets, an affidavit shall be included with the bid, proposal, or quote. 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).
18. **Trade Secrets – Internal Use:** In submitting a quote, the Responder agrees that the County may reveal any trade secret materials contained in the quote 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 Responder 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 Responder has designated as a trade secret.
19. **Contract Execution & Notice to Proceed:** After an award is made, and 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 Responder prior to the County issuing the Notice to Proceed.
20. **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.
21. **Insurance:** The Successful Responder 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 is executed, the Certificates of Insurance for all required coverage shall be submitted to the County. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

22. **Bid Bond:** You must include a bid bond with your quote, equal to five percent (5%) of the total amount quoted. Bid bonds shall be provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
23. **Performance and Payment Bonds:** Prior to execution of a contract, the Successful Responder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
24. **Building Permits:** Work performed for the County requiring building permits by licensed Contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the Contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
25. **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.
26. **Assignment of Contract:** Assignment of any contract resulting from this Request for Quotes will not be authorized, except with express written authorization from the County.
27. **Indemnification:** The Contractor shall 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.
28. **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.
29. **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.
30. **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.

31. **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.
32. **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.
33. **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.
34. **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 proper venue in Fayette County, Georgia.

Checklist of Required Documents

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

RFQ #2334-A: CRACK SEALING & MASTIC ONE SERVICES

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, signed, if any are issued _____

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #2334-A: CRACK SEALING & MASTIC ONE SERVICES

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

REFERENCES
RFQ #2334-A: CRACK SEALING & MASTIC ONE SERVICES

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: _____

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

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.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFQ #2334-A: CRACK SEALING & MASTIC ONE SERVICES

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: _____

SCOPE AND SPECIFICATION
RFQ #2334-A: CRACK SEALING & MASTIC ONE SERVICES

INTRODUCTION

Quotes are being solicited to supply Fayette County Public Works Department with crack sealing services (PMAR) on 19.27 center line miles of various streets in Fayette County. This quote will also include installation of Mastic One on Tyrone Road. Mastic One material will be used to repair existing potholes and allegation areas that show signs of becoming future potholes.

Mastic One Description

- Estimated 250 SF of current potholes that will need to be filled in at an estimated depth of 1.5" with the material expanding at least 6" beyond the surface of the pothole.
- Estimated 650 SF of existing cold patched potholes and allegation pavement that has the potential to be future potholes. Estimated that these areas will need to be covered between .25" and .50" of material.

Specifications:

1. The work will require bidder to provide all labor, administrative forces, equipment, materials, and other incidental items to seal cracks at designated locations.
2. The vendor shall warranty all completed work from installation date for 6 months.
3. Normal workday for this project shall be 8:00 AM to 3:30 PM and the normal work week shall be Monday thru Friday. The County will consider extending workdays or workweeks upon written request to the County by the Vendor on a case-Ay-case basis. No work will be allowed on national holidays.
4. All work shall be completed by May 31st, 2024.
5. Cracks in the existing pavements that are one quarter inch or greater in width shall be cleaned and sealed according to GDOT joint sealing specifications (Section 407).
6. Cracks should be cleaned of foreign material and prepared per specifications prior to placing the sealing material.
7. All materials will meet appropriate GDOT specifications for Crack Sealing Material Type Poly-Modified Asphalt Rubber (PMAR) and selected from an approved GDOT material source from the QPL #92C list.
8. The quantities given are estimates only and may vary from those indicated by the contract. The County reserves the right to increase and decrease quantities at any time.
9. The Vendor shall, always, conduct his work to assure the least possible obstruction of traffic. The Vendor as specified in the State of Georgia Department of Transportation Standard Specifications, Section 104.05 and 107.09 shall provide for the safety and convenience of the public and the residents along the roadways and the protection of persons and property.
10. Cracks in the existing pavements that are one quarter inch or greater in width shall be cleaned and sealed according to the GDOT joint sealing specifications (Section 407). Cracks shall be cleaned of foreign material prepared per the specifications prior to placing the sealing material. Crack sealing shall be paid for at the contract unit price per linear mile of roadway.

11. Beginning with mobilization and ending with acceptance of work, the Vendor shall be responsible for providing a clean and safe work environment at the project site. The Vendor shall comply with all OSHA regulations as they pertain to this project.
12. Crack sealing quantities will be measured and paid by centerline mile for each road.
13. Mastic One unit cost will include surface aggregate and will be paid by the pound used.
14. Mastic One installation will follow the attached installation instructions.
15. Surface aggregate will be placed at the time of installation of Mastic One. Will be applied to 100 percent of all repaired surfaces when the material is at a min of 300 degrees F per manufacturer's installation instructions.
16. Use a surface aggregate approved by the mastic manufacturer.
17. Like crack sealing all mastic one location surfaces shall be clean of all dust, dirt, oil, grease, and loose material prior to application. Clean all surfaces with clean, dry, oil free compressed air at 90 psi minimum. Ensure the surface of the pavement is completely dry at the time of mastic application.
18. The base spread rate for mastic application is 116 lbs/cf (+/- 3%) and the weight per gallon is 15.5 pounds per gallon provided by Crafcro.
19. A representative from the mastic material manufacturer shall be onsite for the first day of the project to provide technical support.

ROAD LIST:

PROPOSED FAYTTE COUNTY CRACK SEALING STREET LIST

- 1.) 1st Manassas Mile Road –City Limits to City Limits – 0.70 miles
- 2.) Brooks Woolsey Road – Antioch Road to City Limits – 3.39 miles
- 3.) Ginger Cake Road – City Limits to SR 92 – 3.13 miles
- 4.) Helmer Road – SR 279 to County Limits – 0.86 miles
- 5.) Jenkins Road – Ellison Road to City Limits – 1.15 miles
- 6.) Milam Road – Rivers Road to County Limits – 1.08 miles
- 7.) Palmetto Road – City Limits to County Limits – 1.01 miles
- 8.) Rising Star Road – SR 85 to Brooks Woolsey Road – 3.76 miles
- 9.) Spear Road – Ebenezer Road to City Limits – 0.73 miles
- 10.) Tyrone Road – SR 54 to City Limits – 3.46 miles (new cracks only)

PROPOSED FAYETTE COUNTY MASTIC ONE STREET LIST

- 1.) Tyrone Road – SR 54 to City Limits – 3.46 miles

PRICING SHEET
RFQ #2334-A: CRACK SEALING & MASTIC ONE SERVICES

PRODUCT	UNIT OF MEASUREMENT	ESTIMATED UNITS	PRICE PER UNIT	EXTENDED PRICE
CRACK SEALING	MILES	19.27		
MASTIC ONE SEALING	POUNDS	7000		
TOTAL PROJECT PRICE				

NOTES:

1. 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.
2. All warranties shall be included in your total quoted amount.

State time needed to commence work after notice to proceed is issued _____ Days.

State length of time needed to complete project _____ Days.

State, List or Attach the terms of your warranty, if applicable: _____

COMPANY'S NAME: _____

EXCEPTIONS TO SPECIFICATIONS

RFQ #2334-A: CRACK SEALING & MASTIC ONE SERVICES

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME: _____