

Fayette COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

September 19, 2014

Subject: Invitation for Bids #919 CRS-2H Asphalt Emulsion

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified suppliers for an annual contract to supply CRS-2H Liquid Asphalt Emulsion to be ordered as needed, in accordance with the information and specifications contained herein. Descriptive literature and all other required information shall be included with your bid. Any exceptions to the specifications shall be listed in the space provided. The term of this agreement shall begin on January 1, 2015, and continue through June 30, 2016. 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 then 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).

All questions and inquiries concerning this invitation for bids or the specifications shall be addressed to Trina Barwicks, Contract Administrator of Purchasing, 140 Stonewall Avenue West, Suite 204 , Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420 or email address tbarwicks@fayettecountyga.gov. Any deviations from this procedure for questions or information pertaining to this invitation for bids may result in your bid being rejected.

Your bid should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **bid number** and **reference** along with your company's name and address on the **sealed** envelope in which the bid is returned.

BID MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST - SUITE 204
FAYETTEVILLE, GEORGIA 30214
BID #919
REFERENCE: CRS-2H ASPHALT EMULSION

Bids will be received at the above address until 3:00 p.m., Thursday, October 2, 2014 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m. October 2, 2014. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the invitation for bids to a company or individual, we will keep a record of who we mailed that invitation for bids to and all addenda for that invitation for bids will also be mailed to those companies or individuals.

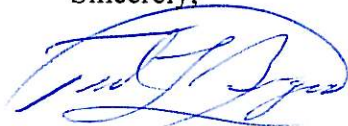
Bids will be posted on the Fayette County web site within 3 business days after the bid opening.

There is no set time for an award to be made. If an award is not made within 45 days of the bid opening, an update will be posted on the Fayette County website.

If the county awards this bid, once everything has been received by that company and the award has been completed, that information will also be posted on the Fayette County website. Please keep this procedure in mind.

The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB/tcb

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “contractor” as used herein and elsewhere in these specifications shall be used synonymously with the term “successful bidder.” The term “county” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least 72 hours before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county’s website at 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 can be found in the cover letter to the invitation to bid document or on the web site, and
 - c. The “reference” which identifies the bid, which can be found in the cover letter or the web site.

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

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

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
9. **Alternate Bids:** Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with county requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The county reserves the right to order larger or smaller quantities at the prices stated in the bid of the successful bidder.
14. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
15. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
16. **Samples:** When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
17. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
18. **Arrears:** Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to Fayette County.

19. **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.
20. **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.
21. **Secondary Contracts:** The County may 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.
22. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
23. **Trade Secrets - Confidentiality:** A bid is a public record, except for material which qualifies as trade secret information. To keep this information confidential, a bidder must submit trade secret materials in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Bid." Each page in the envelope should be stamped or otherwise marked designating it as trade secrets or confidential. Do not attempt to designate the entire bid as a trade secret, and do not attempt to designate pricing information as a trade secret, as doing so may result in your bid being disqualified. See O.C.G.A. 50-18-72 as amended by 2012 H.B. 397 for specific Georgia law on this subject.
24. **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.
25. **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.

26. **Term of Contract:** The term of this agreement shall begin on January 1, 2015, and continue for a period of eighteen months through June 30, 2016. 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).
27. **Insurance:** The successful bidder shall, without expense to the county, carry 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 certificate shall list an additional insured as follows:

Fayette County Board of Commissioners
140 Stonewall Avenue West
Fayetteville, GA 30214

28. **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.
29. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized.
30. **Indemnification:** The successful bidder shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The successful bidder shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
31. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

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 30 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.

Fayette County, Georgia
Checklist of Required Documents

(Please Return This Checklist with Your Bid)

BID #919 CRS-2H ASPHALT EMULSION

Be sure to include with your bid or proposal:

- Pricing sheets _____
- List of exceptions, if any – on the form provided _____
- Company information – on the form provided _____
- References – on form provided _____

COMPANY NAME: _____

ANNUAL CONTRACT FOR
CRS-2H LIQUID ASPHALT EMULSION

INTRODUCTION:

Fayette County, Georgia is seeking bids from qualified vendors for the purchase of CRS-2H Liquid Asphalt Emulsion. Fayette County's expectation is to award two contracts from this bid.

Contract #1: The successful company shall provide CRS-2h liquid asphalt emulsion and holding tanker(s) to Fayette County's facility at 115 McDonough Road, Fayetteville, GA 30214.

Contract #2: The successful company/contractor shall provide for the purchase of CRS-2h liquid asphalt emulsion to be picked up at the company's place of business by Fayette County Road Department.

NOTE: Respondents may submit a bid for a single contract or both contracts. Fayette County is under no obligation to award both contracts to the same company nor is the County under any obligation to award both contracts.

General Specifications and Notes – Contract #1

1. The successful company/contractor shall furnish and deliver CRS-2h liquid asphalt emulsion to the Fayette County Public Works building, located at 115 McDonough Road, Fayetteville, GA 30214. All deliveries shall be made between the hours of 7:00am and 3:00pm, Monday through Friday, excluding holidays.
2. The product shall be delivered in tanker loads of approximately 5000-5500 gallons. The tanker shall remain at the Fayette County Public Work's facility until the Road Department requests that the tanker be picked up or until another shipment is requested.
3. Deliveries shall be made within three (3) business days of order.
4. All orders will be documented via facsimile or email.

General Specifications and Notes – Contract #2

1. The successful company shall furnish CRS-2h liquid asphalt emulsion. The product shall be picked up at the company's place of business by Fayette County Road Department personnel. Fayette County will supply a suitable vehicle for this purpose. 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.

General Specifications and Notes – Contract #1 and Contract #2

1. The material shall meet the applicable specifications as described in Georgia Department of Transportation (DOT) specifications, section 824.
2. The attached pricing sheet shall be based on the Georgia DOT Asphalt Cement Price Index, as posted monthly on the GDOT webpage at:
<http://www.dot.state.ga.us/doingbusiness/Materials/Pages/asphaltcementindex.aspx>.

The Index value shall apply to all material picked-up or delivered during the applicable month, i.e., from the first to the last day of the month, regardless of the date the index is posted.

3. The unit bid prices shall include all incidental charges (i.e.: shipping, handling, storage, processing, etc.).
4. This is a unit price contract. Fayette County is not bound to purchase a minimum or maximum quantity for the duration of this agreement.
5. Bids shall be firm throughout the contract period in accordance with the Georgia DOT Asphalt Cement Price Index.
6. The following information shall be provided on all submitted invoices:
 - o The County bid number;
 - o Identification of the material provided (i.e., CRS-2h liquid asphalt emulsion);
 - o The quantity of material (gallons), unit price, the total price, and the date picked up or delivered.
 - o Invoices with incorrect and/or missing information shall 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.
7. The successful company shall provide a point-of-contact for this contract. The contact person's name, telephone number(s), address, etc., shall be clearly stated in the bid document. Fayette County shall be notified of any changes to the contact person.
8. The estimated amount used for all contracts is 13,000 – 15,000 gallons annually.
9. Based on recent trends and current indicators, Fayette County will evaluate price on the most likely relevant ACPI range. While the county reserves the right to adjust the evaluation range as deemed necessary, the currently anticipated range will be \$526 - \$650 per ton.

PRICING SHEET – CRS-2h LIQUID ASPHALT EMULSION

CONTRACT #1

ACPI (\$/ton)	CRS-2h (Unit Price per gallon)	ACPI (\$/ton)	CRS-2h (Unit Price per gallon)
201-225		551-575	
226-250		576-600	
251-275		601-625	
276-300		626-650	
301-325		651-675	
326-350		676-700	
351-375		701-725	
376-400		726-750	
401-425		751-775	
426-450		776-800	
451-475		801-825	
476-500		826-850	
501-525		851-875	
526-550		876-900	

These unit prices are subject to the attached *General Specifications and Notes*.

Total unit price per gallon for CRS-2h Liquid Asphalt Emulsion shall include ALL product, delivery of product and storage tanker, end of year removal of storage tanker, maintenance, and any other applicable charges. No additional charges will be allowed to be added after the bids are opened.

24 HOUR CONTACT PERSON INFORMATION

COMPLETE NAME: _____

ADDRESS: _____

CONTACT NUMBER(S): _____

COMPANY NAME: _____

PRICING SHEET – CRS-2h LIQUID ASPHALT EMULSION

CONTRACT #2

ACPI (\$/ton)	CRS-2h (Unit Price per gallon)	ACPI (\$/ton)	CRS-2h (Unit Price per gallon)
201-225		551-575	
226-250		576-600	
251-275		601-625	
276-300		626-650	
301-325		651-675	
326-350		676-700	
351-375		701-725	
376-400		726-750	
401-425		751-775	
426-450		776-800	
451-475		801-825	
476-500		826-850	
501-525		851-875	
526-550		876-900	

These unit prices are subject to the attached *General Specifications and Notes*.

All applicable charges shall be included in your total unit price. No additional charges will be allowed to be added after the bids are opened.

24 HOUR CONTACT PERSON INFORMATION

COMPLETE NAME: _____

ADDRESS: _____

CONTACT NUMBER(S): _____

COMPANY NAME: _____

PRICING SHEET - CONTINUED

DESCRIPTION: CRS-2H LIQUID ASPHALT EMULSION

TOTAL BID PRICE FOR CRS-2H LIQUID ASPHALT EMULSION SHALL INCLUDE ALL MATERIALS, DELIVERY (IF APPLICABLE), TANKER (IF APPLICABLE) AND ANY OTHER APPLICABLE CHARGES.

NOTE: All applicable charges shall be included in your total bid prices. No additional charges will be allowed to be added after the bids are opened.

STATE THE AMOUNT OF NOTIFICATION FOR DELIVERY, REQUIRED TO BE GIVEN BY FAYETTE COUNTY. (THIS WILL BE A FACTOR IN THE AWARD.)

_____ DAYS.

STATE PAYMENT TERMS _____ DAYS.

STATE LENGTH AND NATURE OF WARRANTY _____

COMPANY NAME: _____

BIDDER'S QUALIFICATION SHEET – BID #919

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferred.

REFERENCE ONE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Email Address _____

Scope of Work & Contract Period _____

REFERENCE TWO

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Email Address _____

Scope of Work & Contract Period _____

REFERENCE THREE

Government/Company Name _____

City _____

Contact Person and Title _____

Phone _____ Email Address _____

Scope of Work & Contract Period _____

COMPANY INFORMATION

Company _____

Physical Address of Business _____

Mailing Address (If Different) _____

Authorized Representative _____
(Print or Type)

Authorized Representative _____
(Signature)

Title _____

Email Address: _____

Telephone Number:() _____

Cellular Number:() _____

Fax Number:() _____