



*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](http://www.fayettecountyga.gov)

May 5, 2015

**Subject: Invitation for Bids #969-B Asphaltic Concrete**

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from qualified suppliers for an annual contract for asphaltic concrete to be ordered as needed, in accordance with the information and specifications contained herein.

All questions and inquiries concerning this invitation for bids or the specifications shall be addressed to Trina Barwicks, Contract Administrator of Purchasing, in writing to, email address: [tbarwicks@fayettecountyga.gov](mailto:tbarwicks@fayettecountyga.gov) or fax to (770) 719-5515, Monday through Friday excluding holidays from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420. 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 #969-B**  
**REFERENCE: ASPHALTIC CONCRETE**

Bids will be received at the above address until 3:00 p.m., Wednesday, May 27, 2015 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m. May 27, 2015. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

May 5, 2015

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.

\*\*\*\*\*

**Bid results 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.**

\*\*\*\*\*

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 [http://www.fayettecountyga.gov/purchasing/bids\\_and\\_proposals.asp](http://www.fayettecountyga.gov/purchasing/bids_and_proposals.asp). 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. **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. **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. **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.
21. **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.
22. **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 for specific Georgia law on this subject.
23. **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.
24. **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.
25. **Term of Contract:** The term of this agreement shall begin on July 1, 2015, and continue for a period of one year 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).



26. **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.
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 successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

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

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 contractor 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 contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor 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. **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.
36. **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.
37. **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 state court in Fayette County, Georgia.

**Fayette County, Georgia**  
**Checklist of Required Documents**

*(Please Return This Checklist with Your Bid)*

**BID #969-B ASPHALTIC CONCRETE**

**Be sure to include with your bid, in the order listed:**

- Company information – on the form provided \_\_\_\_\_
- Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) \_\_\_\_\_
- Bid sheet \_\_\_\_\_
- List of exceptions, if any – on the form provided \_\_\_\_\_
- Bidder's Qualification Sheet – on the form provided \_\_\_\_\_

**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

BID #969-B ASPHALTIC CONCRETE

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_\_, 2015 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

## ANNUAL CONTRACT FOR ASPHALTIC CONCRETE

### INTRODUCTION

Fayette County, Georgia is seeking bids to identify a qualified primary and qualified secondary supplier for asphaltic concrete to be ordered as needed from July 1, 2015 through June 30, 2016.

### GENERAL SPECIFICATIONS AND NOTES

1. All materials and mix designs shall meet the most recent specifications of the Georgia Department of Transportation (GDOT) including Special Provision 828.
2. GDOT approved Job Mix Formulas shall be available on all County and DOT projects.
3. The asphalt plant shall be approved by GDOT and shall be listed on GDOT's QPL No. 45.
4. Unit price shall include all applicable mix design and testing requirements.
5. Bids shall remain firm throughout the contract period.
6. Fayette County shall provide for all hauling of materials from the plant.
7. The Bid Sheet is based on the GDOT Asphalt Cement Price Index, as posted monthly on the GDOT webpage at:  
<http://www.dot.ga.gov/PS/Materials/AsphaltFuelIndex>.
8. For purposes of selecting the lowest bid, the county reserves the right to select a "relevant range" from the Asphalt Cement Price Index (ACPI) column of the bid sheet. Individual prices will be totaled for the selected price range, and the low bid will be determined from this calculation. The relevant range will be determined based on recent price trends shown in the GDOT Asphalt Price Index.
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. Alternative plants may be used on a day-to-day or project-to-project basis due to material availability, haul distances, travel time or other factors. A dollar per ton (\$/ton) transportation cost, determined using Fayette County's Fleet Maintenance data and the approximate travel distance from the plant to the job site, will be a primary factor when determining if an alternate plant is appropriate for a particular project.
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 AM to 4:00 PM. Bids should indicate if the plant has a holding silo that may be used to assist loading and production on heavy volume days.
12. "Quantities" provided on the Pricing Sheets are estimates only and are provided to aid with unit price determination. Actual quantities will vary.

13. The following information shall be provided on all invoices:

- a. The bid number 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 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.

## EXCEPTIONS TO SPECIFICATIONS

If there are *ANY* exceptions or clarification(s) taken to the specifications of this bid, use this sheet and list the items you are taking an exception on. ANY exception(s) shall be explained 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** \_\_\_\_\_

BID SHEET

ASPHALTIC CONCRETE

ALL ASPHALT MIXES INCLUDE LIME

ACPI (\$/TON)	4.75 mm	9.5 mm Type I SUPERPAVE	9.5 mm Type II SUPERPAVE	12.5 mm SUPERPAVE	19 mm SUPERPAVE	25-mm SUPERPAVE
201-225						
226-250						
251-275						
276-300						
301-325						
326-350						
351-375						
376-400						
401-425						
426-450						
451-475						
476-500						
501-525						
526-550						
551-575						
576-600						
601-625						

ACPI (\$/TON)	4.75 mm	9.5 mm Type I SUPERPAVE	9.5 mm Type II SUPERPAVE	12.5 mm SUPERPAVE	19 mm SUPERPAVE	25-mm SUPERPAVE
626-650						
651-675						
676-700						
701-725						
726-750						
751-775						
776-800						
801-825						
826-850						
851-875						
875-900						
2015 Estimated Tons Needed	100	10,000	15,000	2,500	2,500	2,500

NUMBER OF AVAILABLE HOLDING SILO: \_\_\_\_\_

STATE PAYMENT TERMS \_\_\_\_\_ DAYS.

COMPANY NAME: \_\_\_\_\_



**BIDDER'S QUALIFICATION SHEET – BID #969-B**

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 \_\_\_\_\_ Contract Period \_\_\_\_\_

Email Address, (if known) \_\_\_\_\_

Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Email Address, (if known) \_\_\_\_\_

Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Email Address, (if known) \_\_\_\_\_

Scope of Work \_\_\_\_\_

**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:(        )\_\_\_\_\_