

*Limestone
County Commission*

*Chairman
Collin Daly*

*Administrator
Ellen Morell*



*Commissioners:
Daryl Sammet
Danny Barksdale
Derrick Gatlin
LaDon Townsend*

August 12, 2024

**INVITATION FOR BIDS
PROPOSAL NO. 2871**

**LIQUID ASPHALT
(PICKED UP & DELIVERED)**

Notice is hereby given that the Commission of Limestone County, Alabama will receive competitive bids on the following item:

LIQUID ASPHALT (PICKED UP & DELIVERED). SEE ATTACHED SPECIFICATIONS.

This Bid is effective **October 1, 2024, through September 30, 2025**. The contract will be for a period of one (1) year. The county reserves the right to terminate the contract if not satisfied with the vendor. Prices quoted are firm for the life of the contract.

Date of Delivery: **AS REQUESTED.** Terms: **NET 30 DAYS.**

You are invited to bid on the attached specifications. Any substitutes offered must be submitted in detail. The right to reject any items or materials not of quality or under any provisions of applicable Alabama law is reserved.

Proposals **must be received** by 10:00 a.m., CST, on Tuesday, September 10, 2024. Late proposals shall not be considered. Deliver sealed proposals by hand, U.S. Mail, or commercial courier service to:

Ellen Morell, County Administrator
Limestone County Commission
310 W Washington St
Athens, AL 35611

Fax and/or electronically delivered (e.g., by email) proposals shall not be accepted.

Bids will be opened on **Tuesday**, the **10th** day of **September 2024**, at **10:00 a.m.** and awarded on **Monday**, the **16th** day of **September 2024**, at the regular meeting of the Limestone County Commission, which will follow a work session at **10:00 a.m.**

REQUIREMENTS:

SECTION 1: GENERAL TERMS AND CONDITIONS

1.1 Bid Package: All Bids must be clearly marked on the outside of a sealed envelope “**Liquid Asphalt (Picked Up & Delivered)**.” Further, the outside of the envelope shall also be clearly marked with the **proposal number and opening date**.

1.2 Award: Award will be made to the most responsive, responsible bid meeting specifications, which presents the product and/or service which is in the best interest of Limestone County. Limestone County reserves the right to reject any or all bids for any reason. Limestone County reserves the right to award a primary awardee and a secondary awardee for pursuant to this invitation to bid and reserves the right to use either awardee based on the location of the work needed by the County and the best interests of the County. Limestone County reserves the right to award each type of material listed in Attachment 1 to a separate bidder or award all types of the materials to one bidder. Bidder shall bid its prices for each material using Attachment 1, which is attached to this Invitation for Bids. Bidder must provide prices for each category of material listed in Attachment 1 or its bid may be determined to be non-compliant with this Invitation for Bids. All applicable taxes must be included in the amount of bid price.

1.3 Copies: Limestone County requires that bids be submitted with 1 original and 5 copies.

1.4 Signing of Bids: In order to be considered, all bids must be signed by an officer of the bidding company.

1.5 Contractor Default: Limestone County reserves the right, in the case of Bidder default under an awarded bid, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

1.6 Waiving of Informalities: Limestone County reserves the right to waive informalities or technicalities in any bids when in the best interest of Limestone County.

SECTION 2: OBLIGATIONS, RIGHTS, AND REMEDIES

2.1 Alterations and Amendments: No alterations, amendments, changes, modifications, or additions to this request shall be binding on Limestone County without the prior written approval of the County.

2.2 Compliance with all Laws: Bidder is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work. Bidder shall provide proof of appropriate licensing and permits in the State of Alabama upon request. If Bidder's Bid is awarded, then Bidder shall make all reports, as necessary, to any and all federal, state, and local entities, if and as required.

2.3 Governing Laws: The laws of the State of Alabama shall govern this Invitation for Bids, and all obligations of the parties will be performable in Limestone County, Alabama. The courts of Limestone County, Alabama, shall have jurisdiction over any disputes which arise hereunder and the courts in such jurisdiction shall be the exclusive venue for any claims, suits, or actions by either party.

2.4 Indemnification/Hold Harmless: The Bidder who is awarded a contract for the provision of the described services and/or goods, shall indemnify, defend, save and hold harmless the Limestone County Commission, its officers, agents, and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the awarded contract, its subcontractors, suppliers, agents, or employees, or due to any negligent act or occurrence, or any omission or commission of Bidder, its subcontractors, suppliers, agents or employees.

2.5 Nondiscrimination and Statement: Bidder agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of any contract awarded pursuant to this request, or in the employment practices of Bidder.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.1 Intent: The Limestone County Commission is requesting bids from interested and qualified vendors for providing Liquid Asphalt (Picked Up & Delivered) to the Limestone County Commission which meets the specifications in this Invitation for Bids, including, but not limited to, all related requirements set forth in this Invitation for Bids and this Section 3.

3.2 Term: The effective term of the awarded bid is from October 1, 2024 to September 30, 2025.

3.3 Compliance with All Applicable Regulations: The successful Bidder agrees and covenants that the company, its agents and employees will comply with all codes, laws, rules, and regulations applicable to the business conducted pursuant to any awarded bid.

3.4 Delivery of Services: Bidder shall deliver all goods and/or services as described in this Invitation for Bids, including, but not limited to, in the attachment(s) to this Invitation for Bids. Limestone County reserves the right to reject any non-conforming materials.

3.5 Conformance to ALDOT Specifications: Liquid Asphalt is to meet the requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, Section 804 and Section 811 as applicable.

3.6 Truck Deliveries: Truck deliveries shall be made full truckload units of 5600 gallons up to the maximum truck capacity as ordered. On shipments requesting less than 5600 gallons, it is agreed that the County will pay additional freight charges affecting the proposed delivered cost.

Charges at \$60.00/hour but not exceeding actual cost to the vendor will be allowed all truck units held beyond four (4) hours, which is the free period. The vendor shall supply the County with proper detention forms signed by a county employee for any claim regarding detention time.

3.7 Price Adjustment: Emulsified asphalt prices will be adjusted, monthly, based upon the Emulsified Asphalt Index as determined by the Alabama Department of Transportation. Method of determining the actual payment for asphalt purchases shall be as outlined in the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, Section 109-03e(1 & 2). The Base Index will be the Index published for September, 2024.

3.8 Reporting: Alabama Department of Transportation form BMT-146, Bituminous Material Certificate of Compliance, shall be furnished when requested by the County Commission.

3.9 Temperature of Asphalt Upon Delivery: Asphalt shall be supplied to job site at a minimum temperature of 150° F. Asphalt delivered at a temperature below 150° F may be returned without charge at the discretion of the County Engineer or his representative.

3.10 Anti-Boycott Requirements: Bidder avers that it is not currently engaged in, and during the duration of any agreement with Limestone County shall not engage in, the boycott of any person or entity based in or doing business with a jurisdiction with which Alabama can enjoy open trade. If bid is awarded, then Bidder shall complete and execute a Certificate of Compliance with Act 2016-312, as provided to it by Limestone County.

3.11 Anti-Economic Boycotts Requirements: If Bidder is a company with 10 or more full-time employees, the Bidder avers that, without violating controlling law and when not excepted by Alabama Code (1975) § 41-16-161(c), it does not, and shall not during the duration of any

agreement between it and Limestone County, engage in economic boycotts. If awarded a contract pursuant to this request, then Bidder (if a company with 10 or more full-time employees) shall complete and execute a Certificate of Compliance with Act 2023-409, as provided to it by Limestone County.

3.12 Beason-Hammon Taxpayer and Citizen Protection Act Requirements: By submitting a Bid and/or by entering into an agreement with Limestone County pursuant to an award based on this Invitation for Bids, then Bidder affirms, for the duration of any such agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the agreement formed and shall be responsible for all damages resulting therefrom. Moreover, Bidder shall provide documentary proof to Limestone County that it participates in the E-Verify program. If the Bid submitted pursuant to this Invitation for Bids is awarded by Limestone County, then Bidder shall complete and execute a Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as provided to it by Limestone County.

SECTION 4: COMPANY INFORMATION

Include a company profile containing the following information:

- a) Name, address, telephone number, email, and fax number (if any) of company.
- b) Company history.
- c) Include copy of all licenses/permits to do business in the State of Alabama.
- d) Include proof of participation in E-Verify program.

All bids must be sealed, and the words "Bid for Liquid Asphalt (Picked Up & Delivered)," name of item, proposal number, and opening date must be marked on the outside of the envelope.



Collin Daly, Chairman
Limestone County Commission

Attachment 1

LIQUID ASPHALT EMULSION DELIVERED TO JOBSITE

CF-1h Emulsion \$ _____ per gallon

CMS-1pf Emulsion \$ _____ per gallon

CMS-1pc Emulsion \$ _____ per gallon

CRS-2 Emulsion \$ _____ per gallon

CRS-2p Emulsion \$ _____ per gallon

Additional Options for Delivery:

Drop Tanker: \$ _____ 1st month

\$ _____ per week (after 1st month)

Pump Charge \$ _____ per delivery

**LIQUID ASPHALT EMULSION PICKED UP AT PLANT
(1500-2000 GAL QUANTITIES)**

CF-1h Emulsion \$ _____ per gallon

CMS-1pf Emulsion \$ _____ per gallon

CMS-1pc Emulsion \$ _____ per gallon

CRS-2 Emulsion \$ _____ per gallon

CRS-2p Emulsion \$ _____ per gallon

Location of terminal facility: _____

Attachment 2

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

Please Print

SIGNATURE:

E-MAIL:

PHONE:

By signing this Verification and Affirmation, the party verifies and acknowledges that it is bound by the terms of its bid (including, but not limited to, the terms found in the Invitation for Bids and its materials prices as set forth in Attachment 1) for the period stated above should the party's bid be selected and awarded by Limestone County. Moreover, it affirms, for the duration of the agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if the party found to be in violation of this provision, then it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.