

**STATE OF ALABAMA  
LAWRENCE COUNTY  
LAWRENCE COUNTY COMMISSION  
MOULTON, ALABAMA**

**Inquiry No. 2025-002  
To be received, not later than:  
10:00 A.M. on December 18, 2024**

**INVITATION FOR BIDS**

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Lawrence County Commission, Moulton, Alabama will receive competitive bids on the following items:

**LIQUID ASPHALT**

See ATTACHMENT "A" for Special Notes  
See ATTACHMENT "B" for Specifications and Bid Sheet

Sealed bids will be received by the Lawrence County Road Department, P.O. Box 275, 160 Parker Road, Moulton, Alabama, until the above time and date, and then opened at the time and place as specified below, for furnishing the items listed on Attachment "A", Specifications and Requirements, et (s) entitled "**SPECIFICATIONS**" f. o. b. Moulton, Alabama.

If you are unable to furnish the items as specified and desire to offer a substitute, please give full description of the items offered as substitutes, otherwise your quotation will not be considered.

Signature on bid must be in ink. Bids made out in pencil will not be accepted. Bids must be notarized. Lawrence County reserves the right to accept or reject any or all bids or any portion thereof. The Lawrence County Commission will accept bids only from Equal Opportunity Employers.

No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax Exemptions Certificates can be furnished upon request.

F.O.B. \_\_\_\_\_ Date of Delivery \_\_\_\_\_ Terms \_\_\_\_\_

**ALL BIDS MUST USE OUR BID FORM AND MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE FOLLOWING INFORMATION ON THE FACE OF THE ENVELOPE: THE WORD "BID", THE INQUIRY NUMBER, AND NAME OF ITEM MARKED ON THE OUTSIDE OF THE SEALED ENVELOPE. FAILURE TO COMPLY WITH THIS MAY RESULT IN YOUR BID NOT BEING CONSIDERED.**

**Bids will be opened on Wednesday the 18th day of December, 2024 at 10:00 A.M.** The bid opening will be held at the Lawrence County Road Department conference room, 160 Parker Road, Moulton, Alabama 35650.

I hereby agree to furnish the above named items on or by the dates requested and hereby certify that all specifications as set above will be met.

THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

**Kyle Pankey**

CHAIRMAN  
LAWRENCE COUNTY COMMISSION

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ATTACHMENT A

- 1) Termination for cause and convenience:  
Lawrence County may terminate this agreement at any time. The County shall give written notice of agreement termination. The County shall pay for all acceptable materials and worked delivered to date of the termination.
- 2) Suspension and Debarment :
  - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - iii. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
  - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 3) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):  
Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 4) Municipalities located within Lawrence County may purchase under this bid,
- 5) Bid may be extended up to 3 years upon agreement between the County and Bidder.

**ATTACHMENT B  
Bid Sheet**

**EMULSIFIED ASPHALT**

CRS-2	\$ _____	Per Gallon
CRS-2P	\$ _____	Per Gallon
*CMS-1PC	\$ _____	Per Gallon

\*Rejuvenating scrub seal meeting ALDOT Specification 404.02.a. See Attachment B for specification. An emulsion broom shall be furnished for use behind the County asphalt distributor at no extra cost.

The above prices shall be based on truck transport load delivered to Lawrence County, Alabama meeting the *Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition*.

**The above bid price is for the period from January 1, 2025 through December 31, 2025.**

**The price shall be adjusted based on the PRICE INDEX per gallon of asphalt as determined by the ALDOT Asphalt Index for the month of November, 2024.**

**Please state demurrage rates, if any, on delivery trucks.**

**Delivery shall be made within 2 working days from time of order.**

By signing this bid, the contracting parties affirm, for the duration of the agreement, that they 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 contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I hereby affirm I have not been in any agreement or collusion among bidders of prospective bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise.

**THIS BID MUST BE NOTARIZED**

Sworn to and subscribed before  
Me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

From: \_\_\_\_\_

By: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_

Important: Any attachment hereto is made and becomes a part of this Inquiry and must be signed by the Bidder.