



**CITY OF  
WOODSTOCK**

**W**  
GEORGIA

12453 Highway 92, Woodstock, GA 30188  
770-592-6000 · [www.woodstockga.gov](http://www.woodstockga.gov)

**REQUEST FOR BIDS  
For  
ASPHALT RESURFACING OF VARIOUS ROADWAYS**

**RFB NUMBER  
2020 – 02**

**RELEASED:  
June 20, 2019**

**DUE:  
July 9, 2019 2:00 P.M. EST**

For all questions about this RFB contact:

Amber Tucker  
Purchasing Coordinator  
770-592-6000 Ext 1205

<https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration>

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**1.0 PURPOSE OF SOLICITATION**

**1.1 Purpose of Bid**

The City of Woodstock, Georgia, herein referred to as the City, is accepting bids from qualified contractors for the purpose of resurfacing Yonah Circle, Dragging Canoe, Old Tassel Court, New Echota Way, Rattler Court, Middle Valley Lane, Talula Court and Dream Catcher Drive including, but not limited to edge milling curb and gutter and asphaltting.

**1.2 RFB Submission**

Interested parties must submit proposals electronically through Vendor Registry to the City of Woodstock, Georgia by the due date for their proposals to be considered. Vendor Registry can be found directly at <https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration> or by visiting the City of Woodstock’s website.

Fax and e-mail responses are not acceptable.

**Responses to this RFB will be accepted until 2:00 p.m. (EST) on July 9, 2019 through Vendor Registry.**

The City of Woodstock, Georgia reserves the right to reject any and all responses resulting from this RFB. Late responses will not be accepted. If company response is sent or routed to City offices, the submission requirement has not been met and any such response will not be evaluated and will be disqualified from consideration.

**1.3 Schedule Overview**

This Request for Bids is scheduled as follows:

June 20, 2019	Release of RFB
July 9, 2019, 2:00 P.M.	Bids Due Date
July 9, 2019, 2:01 P.M.	Public Opening
July 2019	RFB and Contract Award

**1.4 RFB Costs**

All costs incurred in the preparation and presentation of responses to the RFB shall be completely absorbed by the RFB respondent. All documents submitted as part of the RFB will become property of the City. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

## **1.5 RFB Questions/Communications**

All questions about this RFB and submission requirements must be submitted in writing through Vendor Registry. The City's representative listed in this section will serve as the primary contact for this RFB.

**Amber Tucker**  
**Purchasing Coordinator**  
**12453 Highway 92**  
**Woodstock, Georgia 30188**  
**770-592-6000 ext. 1205**

<https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration>

Any unauthorized contact shall not be responded to and may result in the disqualification of the responder's submittal. Answers to questions submitted via Vendor Registry will be communicated to respondents via Vendor Registry.

Communications by companies, its agents, employees, and/or representatives regarding its bids or intention to submit a bid in response to this RFB with any employee, agent, or representative of the City of Woodstock, other than the representative listed in Section 1.5, may be considered inappropriate communications.

If any such inappropriate communications are deemed to hinder, influence and/or alter the competitive bid process, the City, in an effort to ensure a fair and equitable review and selection process, reserves the right to decline consideration of the offender's sealed bid.

## **1.6 RFB Amendments**

It is the responsibility of respondents to check Vendor Registry or the Georgia Procurement Registry for RFB information and addendums.

## **1.7 Non-Collusion Affidavit**

By submitting a bid, the respondent represents and warrants that no official or employee of the City has an interest, directly or indirectly, in the bid or in the final contract award. The respondent further understands bids will be rejected if there is any evidence of collusion with another respondent.

Respondent certifies that this qualification, offer, or bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a qualification, offer, or bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Respondent understands collusive bidding is a violation of state and

federal law and can result in fines, prison sentences, and civil damage awards. Respondent agrees to abide by all conditions of this qualification, offer, or bid.

Furthermore, the respondent certifies that the firm has not divulged to, discussed or compared his bid with other respondents and has not colluded with any other respondent or parties to this bid whatsoever. Also, respondent certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other respondent or with any competitor;
- Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the respondent and shall not knowingly be disclosed by the respondent prior to the scheduled opening directly or indirectly to any other respondent or to any competitor;
- No attempt has been made or shall be made by the qualifier to induce any other person or firm to submit a bid for the purpose of restricting competition;
- The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and
- No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business

### **1.8 Compliance with Laws**

Respondents agree to be bound by applicable Federal, State and Local laws, regulations and directives.

### **1.9 Bid & Award Basis**

The City reserves the right to accept or reject any and all bids or any or parts of a bid wherein its judgment, it will be in the best interest of the City; waive any technicalities/informalities in the RFB document and bid process; and to qualify and award any or all of this contract in any manner in which the City, acting in the sole and exclusive exercise of its discretion, deems to be in the City's best interest. If no acceptable bid is received, the City also reserves the right to re-solicit bids, at its sole discretion.

### **1.10 Insurance**

No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.

Upon the award of this RFB, the contractor shall provide the City with:

- Worker's Compensation – Statutory (for the State of Georgia and the State of domicile of the Contractor).
- Manufacturers' and Contractor's Liability, covering operations performed by or for the Contractor, with limits of not less than Bodily Injury – \$500,000/\$1,000,000. Property Damage - \$500,000.
- Contractor Liability, covering liability of others assumed by the Contractor elsewhere in the contract under "Hold Harmless" Agreements or similar assumptions of liability.

Evidence of required insurance shall be presented prior to the execution of the Contract. Insurance policies to be carried under the agreement shall not be changed or canceled without prior written notification to the City of Woodstock, Georgia.

#### **1.11 Time of Completion and Liquidated Damages**

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project by August 31, 2019; bidder further agrees to pay as liquidated damages the sum of \$250 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the Contract for completing work.

#### **1.12 Taxes, Fees, Code Compliance and Licensing**

The firm shall be responsible for the payment of any required taxes or fees associated with the execution of this contract. The firm shall also be responsible for compliance with all applicable codes and statutes.

#### **1.13 References and Proprietary Information**

Submission of a bid authorizes the City to make inquiries concerning the respondent and its officers to any persons or firms deemed appropriate by the City. Any proprietary information that the respondent does not want disclosed to the public shall be so identified on each page in which it is found. Data or information so identified will be used by the City solely for the purpose of evaluation and contract negotiations only.

#### **1.14 Illegal Immigration Reform and Enforcement Act of 2011**

By providing a qualification or bid, qualifier/bidder certifies that he/she is in compliance with O.C.G.A. § 13-10-90 and 91, et seq. No qualification or bid will be considered by the City unless it is accompanied with a signed, notarized affidavit (**EXHIBIT B**) from the qualifier/bidder attesting to the following:

- a) The affiant has registered with and is authorized to use and uses the federal work authorization program
- b) The user identification number and date of authorization for the affiant; and
- c) The affiant will continue to use the federal work authorization program throughout the contract period; and

The affiant 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 same information required in subparagraphs (a), (b) and (c) of this paragraph.

### **1.15 Anti-Boycott of Israel**

By signing and submitting this bid and pursuant to O.C.G.A. § 50-5-85, respondent/bidder certifies that it is not currently engaged in, and agrees that for the duration of this agreement, it will not engage in a boycott of Israel.

## **2.0 SCOPE OF WORK**

### **2.1 Type of Good/Service and Objectives:**

The City of Woodstock, Georgia, herein referred to as the City, is accepting bids from qualified contractors for the purpose of resurfacing Yonah Circle, Dragging Canoe, Old Tassel Court, New Echota Way, Rattler Court, Middle Valley Lane, Talula Court and Dream Catcher Drive including, but not limited to edge milling curb and gutter and asphaltting.

Goods and services shall meet or exceed the following guidelines:

Section One (0.5215 mi)

- Yonah Circle (entirety) 0.0234 mi
  - Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping
- Dragging Canoe (entirety) 0.1137 mi
  - Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping
- Old Tassel Ct (entirety) 0.0294 mi
  - Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping
- New Echota Way (entirety) 0.1440 mi
  - Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping
- Rattler Court (entirety) 0.0353 mi
  - Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping
- Middle Valley Lane (entirety) 0.1125 mi
  - Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping
- Talula Court (entirety) 0.0632 mi
  - Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping

## Section Two

- Dream Catcher Drive 0.5030 mi  
(from southern intersection w/ Running Deer Pkwy to northern intersection same)
  - Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping

Pricing should be lump sum for each section of project. Please refer to Exhibit C for a price schedule. **The Bid Proposal Form in Exhibit C will need to be completed and returned with bid submittal, as well.**

The contractor shall be responsible for furnishing all materials and labor to complete the project and shall coordinate construction dates and times with the City of Woodstock, Georgia Public Works Director.

Pricing shall be valid for a period of 60 days after the RFB submittal date.

All work must be approved prior to the release of payment. All work is expected to be completed by August 31, 2019 after a notice to proceed has been issued, pending any unnatural weather occurrence.

Utility conflicts and/or traffic signals in road loops shall be the responsibility of the contractor if damaged.

### **2.2 Delivery Time**

This is a time sensitive project. All projects must be completed by August 31, 2019, pending any unnatural weather occurrence.

### **2.3 Award and Pricing Information**

The City intends to award to a single Contractor. The City may award the entire project or portions of the project to a single Contractor.

RFBs and pricing shall be valid for a period of 60 days after submission date.

The Contract will be awarded to the lowest, responsive, responsible Bidder as determined by the review committee and as approved by City Council.

## **3.0 BID FORMAT**

1. Exhibit A: Contractor Information Sheet - If the firm has branch offices, state the office that will have management responsibility for the work to be carried out.

2. Completed Exhibit B: E-Verify Affidavit with Instructions.
3. Lump Sum pricing for each section. **Bid Proposal Form in Exhibit C will need to be completed and returned with bid submittal.**
4. A copy of the firm's Public Liability Insurance, Workers' Compensation and Commercial General Liability Insurance.
5. Annotated list of references (with addresses and telephone numbers).

A clear, concise bid in the specified bid format is requested with all the necessary information included. Responses to this RFB will be accepted until **2:00 p.m. (EST) on July 9, 2019** through Vendor Registry.

Bids will be publicly opened and read aloud on July 9, 2019, 2:01 P.M. at the City of Woodstock Annex located at 12453 Highway 92, Woodstock, GA 30188.

#### **4.0 OTHER ITEMS**

##### **4.1 Terms and Conditions**

1. The City of Woodstock, Georgia hereby requests bids for the goods and services inclusive of the services requested in the RFB.
2. City of Woodstock, Georgia reserves the right to evaluate the firm's bids. Only those firms who, in the opinion of the City, meet the minimum necessary bids will have their price and contract/agreement evaluated.
3. All bids, fee schedules and other documents furnished to the City of Woodstock, Georgia are subject to the Georgia Open Records Act.
4. Termination: The contract will be subject to the terms and conditions included in the Service Agreement. The City of Woodstock, Georgia reserves the right to cancel the agreement with cause, due to nonperformance and/or violation of contract terms.

##### **4.2 Rejection of Bids/Cancellation of RFB**

The City of Woodstock, Georgia reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City.

It is also within the right of the City to reject bids **that do not contain all elements and information requested in this document.** The City reserves the right to cancel this RFB at any

time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

#### **4.3 Bid Withdrawal**

A submitted bid may be withdrawn prior to the due date by a written request to the City representative listed in Section 1.5. A request to withdraw a bid must be signed by an authorized individual of the submitting company.

#### **4.4 Miscellaneous**

This RFB and any agreements related thereto must comply, inter alia, with all City laws and charters and are subject to all requisite City approvals including, but not limited to, City Management and City Council.

The City reserves the right to release modifications to this RFB or supplements to it from time to time. Firms are responsible for periodically checking Vendor Registry or the Georgia Procurement Registry for such modifications or supplements.

*This Section Intentionally Left Blank*

**EXHIBIT A     CONTRACTOR INFORMATION FORM**

See following page.



City of Woodstock

## CONTRACTOR INFORMATION

Firm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

With this packet, please also provide a W-9 and Certificate of Insurance for the company/firm.

\_\_\_\_\_  
Signature – Authorized Officer or Agent

\_\_\_\_\_  
Date

**EXHIBIT B E-VERIFY AFFIDAVIT WITH INSTRUCTIONS**

See following page(s).



City of Woodstock

# INSTRUCTIONS

## CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with the City of Woodstock, Georgia (the "City") has registered with and is participating in a 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 subcontract 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:

E-Verify/Company ID Issued by the E-Verify Program

\_\_\_\_\_  
Federal Work Authorization User Identification Number

Date E-Verify/Company ID was issued by E-Verify

\_\_\_\_\_  
Date of Authorization

Contractor's Company/Firm Name

\_\_\_\_\_  
Name of Contractor

Name of project or type of service provided

\_\_\_\_\_  
Name of Project

City of Woodstock, Georgia

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

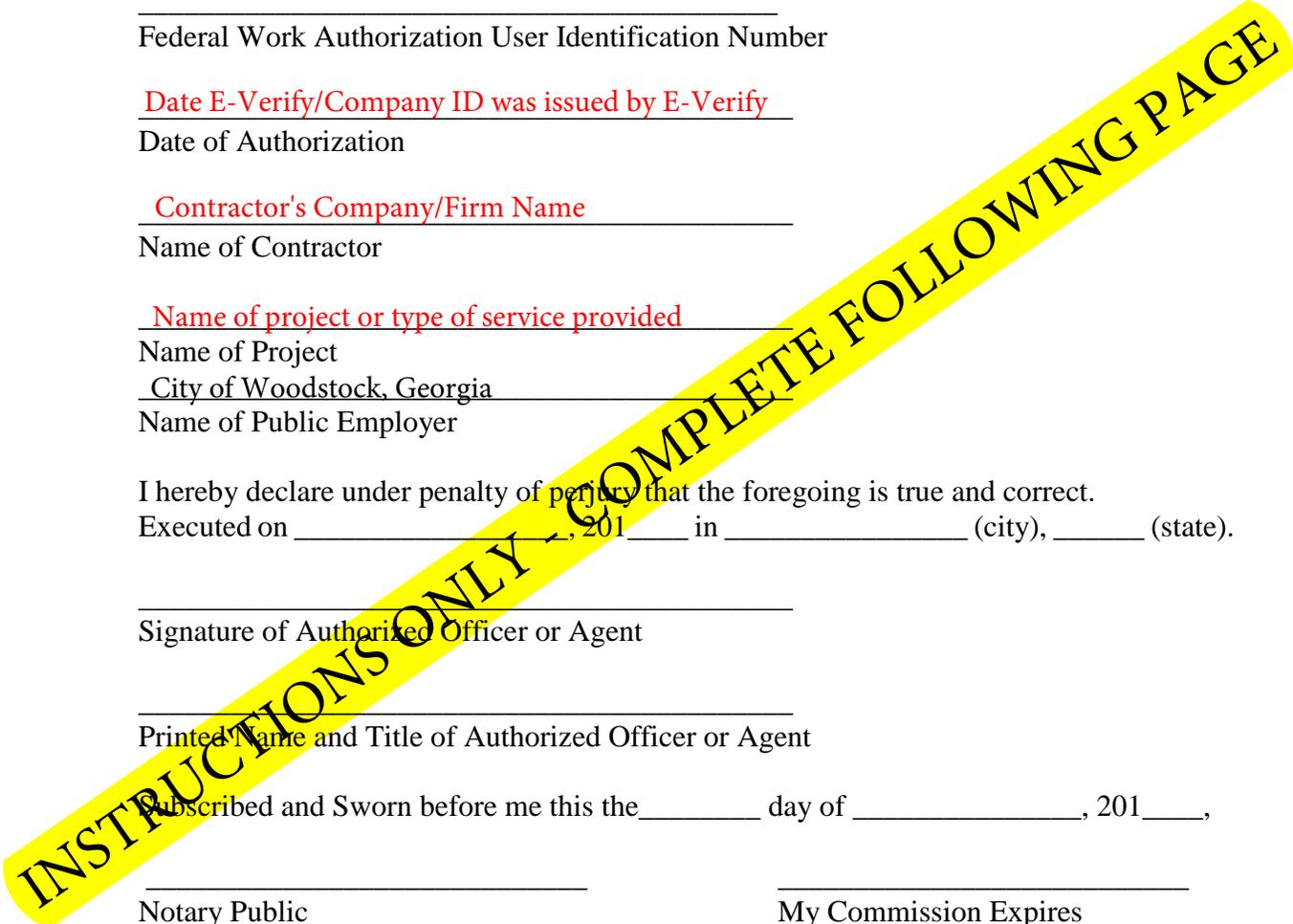
\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

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





## City of Woodstock

### CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with the City of Woodstock, Georgia (the “City”) has registered with and is participating in a 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 subcontract 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

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 201\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,

\_\_\_\_\_  
Notary Public

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

**EXHIBIT C      PRICE SCHEDULE AND BID PROPOSAL FORM**

See following page(s).

<b>Asphalt Resurfacing of Various Roadways – Section 1</b>	
<b>Task</b>	<b>Price Schedule</b>
Yonah Circle (entirety) 0.0234 mi Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping	
Dragging Canoe (entirety) 0.1137 mi Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping	
Old Tassel Ct (entirety) 0.0294 mi Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping	
New Echota Way (entirety) 0.1440 mi Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping	
Rattler Court (entirety) 0.0353 mi Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping	
Middle Valley Lane (entirety) 0.1125 mi Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping	
Talula Court (entirety) 0.0632 mi Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping	
<b>Lump Sum for Section 1</b>	

<b>Asphalt Resurfacing of Various Roadways – Section 2</b>	
<b>Task</b>	<b>Price Schedule</b>
Dream Catcher Drive 0.5030 mi (from southern intersection w/ Running Deer Pkwy to northern intersection same) Edge mill curb and gutter, 1" Permafex, overlay 1.0" Type 2 asphalt topping	
<b>Lump Sum for Section 2</b>	

## BID PROPOSAL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a contractor organized and existing under the laws of the State of \_\_\_\_\_, \* an individual, a corporation, or a partnership doing business as \_\_\_\_\_.

TO: City of Woodstock, Georgia (Hereinafter referred to as "City")

The Bidder, in compliance with your invitation for bids for the work as described in Section 2.0 of

### RFB 2020 – 02 ASPHALT RESURFACING OF VARIOUS ROADWAYS

having examined the scope of work with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the scope of work of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated in the bid submission. These prices are to cover all expenses incurred in performing the work required under this Contract, of which this bid is a part.

Amount shall be shown in figures. The prices in the bid submittal shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the project as stated in the contract.

**Lump Sum Price Section 1: \$ \_\_\_\_\_**

**Lump Sum Price Section 2: \$ \_\_\_\_\_**

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the Project by August 31, 2019; bidder further agrees to pay as liquidated damages the sum of \$250 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the contract for completing the work.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder declares that he understands that the quantities shown on the bid are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will

make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

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The \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_