



Hall County Government

FINANCIAL SERVICES

Notice - Request for Qualifications with Price Proposal

Part 1

Date Issued: August 25, 2022

RFQ/P #43-014

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Westley Geddings

Demand Services for Minor Resurfacing, Paving and Sealcoating

After the time and in a designated room and place, the names of the Companies submitting proposals will be publicly read. No further information will be read, discussed or provided until the evaluation of all submittals is completed. No extension of the bidding period will be made other than by a formal written addendum.

Hall County is soliciting submissions from qualified Contractors for all aspects of Minor Resurfacing Paving & Sealcoating for Hall County to be performed on a task order basis by a resurfacing, paving & sealcoating contractor. The County is looking to have a pool of Contractors that can perform these services for the County on-demand as task orders arise.

Proposal submittal documents may be obtained by going to our Bids & Proposals website at <http://www.hallcounty.org/Bids.aspx>, then select the bid titled 'Demand Services for Minor Resurfacing Paving & Sealcoating', click on 'Request a Bid Package', fill out the requested information, click 'Submit', and this will send an automatic request to our office. **This is the only official release site for this request for proposals or any addenda that may be issued for same.**

All bids will be evaluated in accordance with applicable Hall County rules, regulations and laws. Evaluation of firms submitting statements of qualifications for this bid are to be based on qualifications, experience and performance on past projects along with references.

This bids will be evaluated using a multi-step process. The first step is to evaluate the "qualification" submissions. Factors to be considered in the evaluation include: qualifications of the professional staff, experience on similar services, performance on past contracts and references for same services. This step will result in a "shortlist of qualified firms". After the "shortlist" is completed, the second step is to schedule interviews of the "shortlisted" contractors, if necessary. The last step is to evaluate the "cost

proposal” which should have been submitted at the same time in a **separate sealed envelope**.

After these steps are complete, the review committee will make a recommendation to the County Commissioners for award of the contract to one or more vendors. The County reserves the right to award the bid to more than one vendor.

During the evaluation process, the selection committee and the County reserve the right, when it may serve the County’s best interest to request information or clarification from proposers or to allow corrections of errors or omissions.

Bid Bond, Payment Bond and Performance Bond will not be required. Future projects may require Payment and Performance Bonds at the discretion of the County, depending upon the size of the individual projects. Successful bidder will be required to provide insurance in the amount of at least (\$1,000,000.00) one million dollars as required by the “terms and conditions” of these documents.

Firms should submit five (5) copies of their proposal; one (1) of which must be marked “Original” and four (4) marked as “Copy”. One (1) additional copy in digital format, either in Microsoft Word or PDF format, must be included on a USB flash drive. Enclose the proposals in a sealed envelope marked with “RFQ/P #43-014, “Demand Services for Minor Resurfacing Paving and Sealcoating” in lower, left corner.

Your submittal must have a signature in its “**original form**”. Failure to sign your bid in the proper space provided or provide completed S.A.V.E. Program / E-Verify Affidavit will force your bid declared as “non-responsive” and not considered for award.

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

The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of whether that proposal is selected. The County shall have the right to waive any informality or irregularity in any bid received.

The County shall reserve the option to reject any or all bids, in whole or part, or to select any bidder to complete the described Work. Award of Contract will not be solely based on low bid, but also on qualifications, references and other subjective criteria as the County may deem necessary and determine at its sole discretion. The Undersigned Bidder expressly understands that his proposal may be rejected by the County for any reason without liability on part of the County to the Undersigned Bidder.

All technical questions should be directed to Assistance County Engineer, Jorge Gomez, Jorge.Gomez@hallcounty.org. Any questions regarding the submission of the Proposal Documents should be directed to Debra Howington, Buyer at dhowington@hallcounty.org or 770-535-8263..

Hall County Board of Commissioners

Debra Howington
Buyer

Part II Bid (This section to be completed by the bidder)

Date of Bid: 9/21/22

Bid No: 43-014

The undersigned agrees, if bid is accepted within thirty days (30) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Request for Qualifications with Price Proposal at the price in the Bid Schedule. Delivery will be complete 15 calendar days after receipt of Notice of Award.

Hall County shall reserve the option to reject any or all bids, in whole or in part, or to select any bidder that the owner chooses to complete the described work. Award of bid will not be based solely on low bid, but also on quality, references, and other subjective criteria as the owner may deem necessary, and as the owner may determine at its sole discretion. The undersigned bidder expressly understands this proposal may be rejected by the County for any reason without liability on the part of the owner to the undersigned bidder, even if the undersigned bidder is the apparent or actual lowest responsive and responsible bidder for the work.

Time Discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

N/A % Discount N/A Calendar Days.

Bid prices to remain firm for thirty (30) or 180 calendar days after opening of bid.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusion bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards.

Part II Bid continued (This section to be completed by the bidder)

Date of Bid: 9/21/22

Bid No. 43-014

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information
(Type or Print)**

Georgia Paving, Inc.
Name of Company

3025 Buford Highway
Address

Duluth, Georgia 30096
City State Zip Code

(770) 623-0453
Phone Number


kevinhouse@georgiapaving.com
Email Address

15181-121310171311
Tax ID Number
Social Security Number

Name and Title of Person authorized to sign

Name: Toni Livingston

Title: CEO/President

Signature: 

**Name and Mailing Address or where
to send payments**

Georgia Paving, Inc.
Name of Company

3025 Buford Highway
Address

Duluth, Georgia 30096
City State Zip Code

(770) 623-0453
Phone Number

(770) 623-1262
Fax Number

1 1 1 1 - 1 1 1 1 1 1 1

Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below

RFQ/P Number #43-014-Addendum
August 29, 2022

Bids not signed must be declared as "Non-Responsive" and not considered for award

Hall County Board of Commissioners
Request for Qualifications with Price
Proposal
#43-014

Demand Services for Minor
Resurfacing Paving and Sealcoating



August 25, 2022

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A. Scope: This bid is for the resurfacing or sealcoating of parking lots, resurfacing and / or crack sealing of short roadway segments, and resurfacing and / or crack sealing of intersections. The selected Contractor will be required to install asphalt pavement and any required striping as outlined in the specifications.

B. Schedule: Task Orders issued under this contract will outline the scope, location, and completion date required for each task. The Contractor will be responsible for preparing all parking lots and / or roads for which task Orders are issued. Hall County expects Contractor to begin work within 10 business days of Notice-to-Proceed and to maintain adequate progress to ensure the task is completed by completion date. Contractor to include any anticipated inclement weather days and Holiday days within the allowed contract time. See Exhibit "2" for information on inclement weather days. Hall County may consider any unusual number of inclement weather days for time extension.

Contractor is to notify the Hall County Project Engineer, at 770-531-6800, to keep him advised of any weather delay days, delays associated to utility facility relocation delays, or other delays in contract time.

C. Traffic Control: The Contractor shall provide Traffic Control to include all items necessary to maintain safe travel for the public. Traffic control shall include, but is not limited to: Road Closure signs, Barricades, Detour Signs, Flagging, Work Zone Signs, Low/Soft Shoulder Signs, etc. All traffic control devices and work zones shall comply with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. No lane closures will be allowed during peak traffic periods and all traffic control items shall be maintained by the Contractor at all times throughout the length of the project.

D. Inspections: Contractor shall schedule and coordinate resurfacing and sealcoating work with Hall County Project Engineering at 770-531-6800.

A Hall County Engineer or Engineering Inspector will be on-site during the entire resurfacing and sealcoating process for all projects. Work hours will be Monday through Friday, 8am to 5pm. Please contact the Project Engineer to schedule work at least 24 hours in advance.

E. General Requirements: All design, detailing, fabrication, construction, and construction vehicles shall conform to the State of Georgia Department of Transportation, Standard Specification of Transportation Systems, 2001 edition, unless otherwise noted.

The line item for patching shall include the Contractor removing the defective material, disposing of the waste, delivering the asphalt, and installing the new hot mix asphalt. This patching work may be accomplished by milling and inlaying with full depth asphalt or by other means as approved by the project engineer. The project engineer shall specify the locations and depth of the patching done by the Contractor. The Contractor may estimate a depth of 2" of asphalt patch for bidding purposes.

Contractor is required to properly dispose of all removed driveway concrete. No concrete shall be buried within the right-of-way.

Quantities are approximate only. Actual quantities for pay items will be derived by field measurements and weight measurements.

Contractor is to field verify the widths of all roads and dimensions of all parking lots. Resurfacing shall be over existing asphalt only.

The Contractor shall install all required temporary striping as quickly as possible but no longer than 24 hours after the road is completed unless directed otherwise by the project engineer. Cost to be included in the Traffic Control pay item.

The Contractor is required to repair any damages to public or private property that was a direct result of their work.

The Contractor shall be responsible for the replacement of any and all Traffic Signal Loops located on this project.

The Contractor shall deliver all millings to the Hall County Landfill.

F. Sealcoating: Prior to sealcoating, unsatisfactory areas shall be repaired and the surface of the pavement shall be clean and free from any vegetation, dust, dirt, or other loose, foreign matter, grease, oil, or any type of objectionable surface film. The pavement shall be swept with hand brooms or power sweepers or cleaned with pressure streams of water; provided however that flushing with pressure streams of water shall not be permitted in areas having significant amounts of surface cracking. Grates, manholes, or any other drainage structure shall be protected from the surface material.

Areas that have been subject to fuel or oil spillage shall be wire brushed to remove any dirt accumulations. The area shall then be primed with tack coat to prevent the sealcoat from de-bonding.

Contractor to remove and replace parking bumpers as needed and then re-pin after work is complete.

Paint pavement striping within seal coated areas is to match existing pavement striping and the cost is to be included in the Traffic Control pay item.

Pavement sealer to be used is Gemseal Guardian AE (or approved equivalent) and is to be applied in two (2) coats. The first coat is to be sprayed and the second coat is to be squeegeed by machine or hand.

G. Shoulder Construction: Any borrow/waste/disposal areas or borrow material needed as part of this bid item in order to complete shoulder construction is included in the overall bid item. Contractor is required to delineate borrow/waste/disposal areas to the Hall County Project Engineer for approval. Erosion and Sedimentation Control measures are required on any borrow/waste/disposal areas as part of the overall bid price.

Contractor is to build shoulders on all base and pavement roadway projects as directed by the Project Engineer. Shoulder construction consists of building up the shoulder elevation to match the new pavement elevation, and extending this new built up material to the point where the shoulder begins to drop- off into the ditch or fill slope. This build up is not expected to be greater than six (6) inches in depth. The minimum required shoulder width is two (2) feet. Shoulder to drain away from the pavement whenever possible. In the case where the existing shoulder was previously too high, the Contractor will tie in from the new pavement elevation to an appropriate

point to provide drainage. Whenever possible, Contractor is expected to extend the shoulder width so as to retain the same shoulder width that occurs due to the higher elevation of the pavement. Contractor is required to smooth and compact the new shoulder material with clean material that is free from rocky material that could create voids or cause poor turf establishment. Contractor is required to remove all grubbing debris from new shoulder material. Contractor is required to utilize an un-erodible soil type so as to minimize repair trips at the Contractor's expense. Contractor is required to sweep new pavement as shoulder construction activities proceed.

The Contractor is to install temporary shoulders as needed to ensure that the elevation difference between the pavement edge and the shoulder is a maximum of two and one-half (2 ½) inches or less. Permanent shoulders shall be constructed as soon as possible after the road is completed. Payment for temporary shoulders shall be included in the unit price for shoulder construction. There will be no separate payment for temporary shoulders.

H. Bidding information: Hall County reserves the right to delete or add quantities to best serve the interests of the County.

I. Qualifications: County prefers to accept proposals from vendors with five (5) years of experience minimum; however, these factors and the following will be studied to assist the County in the decision process:

1. Number of years in business;
2. Description of the Firm's organization / management structure;
3. Firm's facilities and equipment;
4. Firm's experience and licenses in doing the same type contracts;
5. List of client references (3 minimum);
6. Contracts of like nature currently being performed;
7. List of relevant past public works type projects (5 minimum);
8. Number of professional staff available for this contract;
9. Resumes of key personnel;
10. Map of office locations serving Hall County;
11. Number of standby or temporary professional staff available for emergencies that might arise during the life of the contract.

J. Content and Format of Proposals: Proposals shall be bound and contain a maximum of thirty (30) pages (cover page & section dividers). The following shall be addressed as a minimum with sections tabbed with numbers as follows:

1. Introductory Letter
 - a. Firm Name
 - b. Address
 - c. Contact Name
 - d. Former Firm Names, Joint Venture Information, Out of State Offices, if applicable
 - e. A clear and concise response as to why Hall County should select your firm for this project.

2. Firm Experience and workload
Include the information requested in Section E above that pertains to your firm's Experience and workload in this section.
3. Firm Personnel Experience
Include the information requested in Section E above that pertains to your firm's personnel experience in this section.
4. Firm's Facilities and Equipment
Include the information requested in Section E above that pertains to your firm's facilities and equipment in this section.

Note: Failure to meet these requirements will be considered "non-responsive", and the entire submittal will be rejected.

K. Proposal Submittal: Firms should submit five (5) copies of their proposal; one (1) of which must be marked "Original" and four (4) marked as "Copy". One (1) additional copy in digital format, either in Microsoft Word or PDF format, must be included on a flash drive. The Cost Proposal must be submitted in a **separate sealed envelope** at the time proposals are submitted. Proposals are due no later than 2:00 p.m. ET on Thursday, September 22, 2022. Please submit proposals to the following address:

Courier Service (FedEx, UPS) or Hand Delivery:

Hall County Government
Attn: Debra Howington, Buyer
Financial Services Department
Purchasing Division
2875 Browns Bridge Road, 4th Floor
Gainesville, GA 30504

Mailing Address:

Hall County Government
Attn: Debra Howington, Buyer
Financial Services Department
Purchasing Division
P.O. Drawer 1435
Gainesville, GA 30503

Proposals submitted after the deadline will not be accepted under any circumstances. They will be returned to the sender unopened. Faxed or emailed qualifications are not acceptable.

L. Selection Process: The County will enter into contract negotiations with the highest-ranked respondent based on the combined scores of the written proposal, any oral presentation, evaluation by the County, price proposal, and approval by Management of the County.

The following selection criteria for the top rated bidder shall be used as the basis for the evaluation of the proposals:

Responsiveness to RFQ/P Requirements	25%
Understanding of the Project	15%
Respondent's Experience	20%
Qualifications of Key Personnel	15%
Cost Proposal	<u>25%</u>
Total Possible Score	100%

The selection process shall include a Selection Committee. **(Step One)** The committee shall evaluate the proposals and qualifications presented by the interested consultants and "short-list" the top firms for presentation to the selection committee. **(Step Two)** The committee shall schedule interviews of the "short-listed" firms if needed or desired to gather more insight on each of the short-listed firms. **(Last Step)** After the committee narrows the field to the most qualified candidates, fee proposals of the short-listed" candidates shall be reviewed and evaluated. The selection committee shall make a recommendation to the Board of Commissioners for award after this three step process. Any selection made as a result of this notice will be made without regard to race, color, religion, sex, or national origin. Hall County reserves the right to reject any and all proposals.

M. Contract Administration: The Contract Administrator for this invitation and any contract(s) arising as a result of this invitation will be Debra Howington, Buyer. All questions concerning this invitation and all questions unable to be resolved by user departments arising during contract period are to be addressed to the Contract Administrator via e-mail dhowington@hallcounty.org or phone 770-535-8263.

Exhibit 1 - BID SCHEDULE

Minor Resurfacing Paving & Sealcoating

ITEM NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	BID AMOUNT
PAVING AND RESURFACING ITEMS						
0005	318-3800	Aggregate Surface Course	50	TN	\$156.94	\$7,847.00
0010	402-1812	Recycled Asph. Conc. Leveling, Incl. Bitum Material & H Lime	4,810	TN	\$191.43	\$920,778.30
0015	402-3100	Recycled Asph Conc 9.5 MM Superpave, Type I, Group 1 or Blend 1, include bitum material & H lime	5,000	TN	\$178.85	\$894,250.00
0030	402-3103	Recycled Asph Conc 9.5 MM Superpave, Type II, Group 2 only, include bitum material & H lime	5,000	TN	\$169.87	\$849,350.00
0035	413-1000	Bitum, Tack Coat	14,653	GL	\$6.00	\$87,918.00
0040	441-0016	Driveway Concrete, 6 in thick	50	SY	\$74.97	\$3,748.50
0045		Asphalt Sealcoating	45,000	SY	\$2.30	\$103,500.00
0050		Sawed Joints in Exist Pavement – PCC	50	SY	\$1.27	\$63.50
0055		Asphalt Patching	11,000	TN	\$198.60	\$2,184,600.00
0060		Crack Sealing	10	MI	\$13,000.00	\$130,000.00
0065	432-5010	Mill Asphalt Concrete Pavement, Variable Depth	5,000	SY	\$3.30	\$16,500.00
0070	444-1000	Shoulder Construction	23	MI	\$5,898.27	\$135,660.21
0075	706-1002	Turf Establishment, TP B	5	AC	\$3,000.00	\$15,000.00
					Subtotal	\$5,349,215.51
SIGNING AND MARKING ITEMS						
0075	150-1000	Traffic Control	1.00	Lump	\$123,000.00	\$123,000.00
0100	653-1504	Thermoplastic Solid Traffic Stripe, 12 in, White	100.00	LF	\$5.85	\$585.00
0105	653-2501	Thermoplastic Solid Traffic Stripe, 5 in, White	4.00	LM	\$6,864.00	\$27,456.00
0110	653-2502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	5.00	LM	\$6,864.00	\$34,320.00
0115	653-4501	Thermoplastic Skip Traffic Stripe, 5 in, White	1.00	GLM	\$5,491.20	\$5,491.00
0120	653-4502	Thermoplastic Skip Traffic Stripe, 5 in, Yellow	1.00	GLM	\$5,491.20	\$5,491.20
0125	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	100.00	LF	\$10.40	\$1,040.00
0130	653-1706	Thermoplastic Solid Traffic Stripe, 24 in, Yellow	50.00	LF	\$10.40	\$1,040.00
0135	653-1804	Thermoplastic Solid Traffic Stripe, 8 in, White	500.00	LF	\$4.23	\$2,115.00
0140	653-1806	Thermoplastic Solid Traffic Stripe, 8 in, Yellow	500.00	LF	\$4.23	\$2,115.00
0145	652-0120	Thermoplastic Type 2 Arrows	10.00	EA	\$156.00	\$15,600.00
0155	653-0220	Thermoplastic Pavement Marking, Word, Type 2	2.00	EA	\$228.00	\$456.00
0160	653-0230	Thermoplastic Pavement Marking, Word, Type 3A	2.00	EA	\$228.00	\$456.00
					Subtotal	\$219,165.40
TOTAL AMOUNT						\$5,568,380.91

Exhibit 2

WEATHER DAYS

Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table.*

Jan. 22 days	May 4 days	Sept. 4 days
Feb. 16 days	June 6 days	Oct. 5 days
Mar. 11 days	July 8 days	Nov. 9 days
April 7 days	Aug. 6 days	Dec. 15 days

The Contractor agrees an extreme weather day shall be defined as a day that rain exceeds one tenth (.10) of an inch and the average temperature fails to exceed 40 degrees F, and the maximum temperature does not exceed 50 degrees F. The temperature and rain data should come from appropriate local weather stations. A weather day will also be defined as a day in which less than seventy-five percent (75%) of the normal labor and equipment force can operate for five (5) hours due to weather-related site conditions. Contract time will be extended by the number of days in which actual weather days in a given month exceed the number of weather days given in the table above.

Delays caused by acts of God, (e.g., fire, unusual storms, floods, tidal waves, earthquakes,) strikes, labor disputes, freight embargos and shortages of materials shall be considered as unavoidable delays insofar as they prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours per day toward completion of the current controlling item on the accepted work schedule.

Should abnormal conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours per day, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

For delays which the Contractor considers to be unavoidable he/she shall submit to Hall County Engineer offices complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within three (3) calendar days of the occurrence claimed to be responsible for the unavoidable delay.

Failure to return this page may result in removal of your company from commodity listing.

Bid # 43-014

If you desire to submit a "No Bid" (this page only) in response to this package, please indicate by checking one or more of the reasons listed below and explain.

- ☐ Do not offer this product or service; remove us from your bidder's list for this item only.
- ☐ Specifications too "tight"; geared toward one brand or manufacturer only.
- ☐ Specifications are unclear.
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to meet insurance requirements
- ☐ Our schedule would not permit us to perform.
- ☐ Insufficient time to respond.
- ☐ Other

Submit your no bid response (this page only) by mail to:

Hall County Purchasing Division

P. O. Drawer 1435

Gainesville, GA 30503

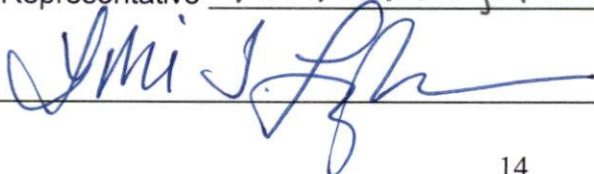
or

Fax your no bid response (this page only) to: fax number (770) 531-7112

Company Name Georgia Paving, Inc.

Authorized Representative Toni Livingston

Signature



**A. Sample Agreement for:
Demand Services for Minor Resurfacing Paving and Sealcoating**

This agreement, made and entered into this the _____ day of _____, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County"), 2875 Browns Bridge Road, Gainesville, GA 30504, and _____ hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide for Demand Services for Minor Resurfacing Paving and Sealcoating for Hall County per RFQ/P #43-014, herein referred to as the "Project", and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Hall County's RFQ/P #43-014 issued on August 25, 2022, all addenda, the Bidder's response (All originals are on file in the Hall County Purchasing Division, 2875 Browns Bridge Rd 4th Floor, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

(Note: Owner will insert here the content of the bid items, prices, requirements, etc. for the contract.)

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our
presence this _____ day of _____, 2022

Notary Comm. Exp.

Hall County, Georgia

By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our
presence this _____ day of _____, 2022

Notary Comm. Exp.

Contractor

By: (SAMPLE – DO NOT SIGN)
Name
Title

B. Terms and Conditions – Request for Qualifications with Price Proposal

1. **Changes:** No change will be made to this RFQ/P except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (10) ten calendar prior to the time set for opening of the proposals.
2. **Signing of Proposal:** Failure to sign your proposal in “original form” will force your bid to be declared as “non-responsive” and not considered for award.
3. **Bid Acceptance Time:** Bids requiring acceptance by the County in less than ninety (90) calendar days could be rejected, unless so stated and accepted by the County.
4. **Bid Identification:** All bids submitted as a result of this Request for Qualifications with Price Proposal must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope: **RFQ/P Number / opening date.**
5. **Withdrawal of Bids:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of ninety (90) days after time has been called on the date of opening.
6. **Bonds:**
 - 6.1. **Bid Bond:** N/A for this bid. The Bid Bond must be in an amount equal to five percent (5%) of the overall bid price, payable to the County, and issued by a Surety authorized to do business in the State of Georgia, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract. The Bid Bond shall be submitted in a separate, sealed envelope marked “Bid Bond”. The Bid Bond shall apply **ONLY TO THIS BID**. The Bid name and number must appear on the bond. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared nonresponsive.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.
 - 6.2. **Payment and Performance Bonds:** These bonds may apply for future jobs according to the job requirements. Hall County will require the successful bidder to furnish a payment and a performance bond, each in an amount not

less than (100%) one hundred percent of the total bid amount awarded prior to being issued a "Notice to Proceed" under a contract issued as a result of this Invitation For Bid. Bonds must be submitted within (15) fifteen calendar days after being furnished a "Notice of Award". Upon receipt of Payment and Performance Bonds, successful bidder's Bid Bond will be returned. All bonds must be written on a surety company licensed to do business in Georgia. Retainage will be held in compliance with Georgia law. Hall County normally holds 5% retainage throughout the entire project and will release retainage at the point of final completion and final acceptance by the County.

7. Site Inspections: The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Request for Qualifications with Price Proposal. The site inspection is a **mandatory** requirement to submit a task order proposal.
8. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the Request for Qualifications with Price Proposal, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of Hall County.
9. Non-Discrimination:
 - 9.1. Non-Discrimination: The Contractor assures to provide services in a manner that does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.
 - 9.2. Americans with Disabilities Act (ADA): The Contractor agrees to comply with Hall County's ADA notice and procedures. They are available upon request and are accessible on Hall County's website. Anyone who requires accommodation to access Hall County's services or programs because they have a qualified disability may contact Hall County's ADA Coordinator at 770-531-6952, 48 hours prior to the scheduled event or as soon as possible.
10. Exceptions to Specifications: Any award resulting from this Request for Qualifications with Price Proposal shall bind the proposer to all terms, conditions, and specifications set forth in this Request for Qualifications with Price Proposal. Proposers whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming proposer, when in the best interest of the County, such awards will not be readily made,

and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this Request for Qualifications with Price Proposal and so stated.

11. Proposal Results: Interested parties may request, in writing, a bid tabulation after award of RFQ\P has been approved by Board of Commissioners.
12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice unless Paragraph 14 applies. Invoices are to be submitted to accountspayable@hallcounty.org or mail them to:

**Hall County Board of Commissioners
Attn. Accounts Payable
P. O. Drawer 1435
Gainesville, GA. 30503**

- 12.1. Itemize all invoices in full. Mail the original and one copy of your invoice to the address above. Each invoice is to include the following minimum information:

- | | |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County Division; |
| 2. Purchase order number; | 6. Item (s) or service |
| 3. Payment terms; | 7. Quantity of each item or service |
| 4. Date of transaction; | 8. Bid price of each item or service with any discount; |

Invoices received with any of the required information listed above missing will not be considered as a "Correct Invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to Contractor for correction.

- 12.2. Contractor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Hall County employee's signature must appear on the delivery receipt or invoice.
- 12.3. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. Hall County is exempt from taxes, however the successful bidder shall pay all taxes required of him by law and Hall County cannot exempt others from tax.

- 12.4. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia prompt pay act (House Bill 837; 13 O.C.G.A. Chapter 11 Et. Seq.).
13. Retainage: Retainage will be held in compliance with Georgia law. Hall County normally holds 5% retainage throughout the entire project and will release retainage at the point of final completion and final acceptance by the County.
14. Discounts: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low proposer on this Request for Qualifications with Price Proposal. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.
15. Inquiries Regarding Payment: All inquiries regarding payment of **invoices are to be directed to Accounts Payable at accountspayable@hallcounty.org**, (770) 531-4939, or mailed to the following address:

**Hall County Board of Commissioners
Financial Services Department
Attn: Accounts Payable
P.O. Drawer 1435
Gainesville, Georgia 30503.**

16. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of **"Notice of Award"**. The date of presentation shall be deemed to be the postmark date. The successful proposer's proposal and this Request for Qualifications with Price Proposal shall be incorporated into the contract, except to the extent that this Request for Qualifications with Price Proposal conflicts with the contract, in which case the provisions of the contract shall take precedent.
17. Certificate of Insurance: The professional agrees to procure all of the insurance specified below:
- 17.1. Workers' Compensation Insurance for all employees who are engaged in the work under the contract.
- 17.2. Public Liability and Motor Vehicle Liability Insurance: The professional shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him while performing work covered by this contract from claims for damages which may arise from

operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:

- 17.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.
- 17.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the professional in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
- 17.3 Professional Liability Insurance: The professional shall procure and maintain during coverage in the amount not less than \$1,000,000.00.
- 17.4. The insurance company must be licensed to do business in the state of Georgia.
- 17.5. The professional shall furnish to Hall County, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.
- 17.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA 33-24-44.
- 17.7. Each policy of insurance required under this agreement shall x1 provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44 and by endorsement shall provide that the County will receive a copy of said notice of cancellation.
- 17.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the county.
- 17.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the professional agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all claims against the county, its officers, agents, and employees, which arise out of any act or omission of the professional or any consultant employed by the professional or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the professional or any consultant

employed by the professional or any of their officers, employees or agents, which condition which a result of work performed under the contract.

18. **Cancellation of Insurance:** If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.
19. **Inclusion:** All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Request for Qualifications with Price Proposal will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the county at the time of the award and/or contract.
20. **Regulatory Agencies:** Successful proposer will be responsible for all required permits or license required by regulatory agency of the city, county, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).
21. **Independent Contractors:** The proposer represents to Hall County that he is fully experienced and properly qualified to perform the functions provided herein and that he/she is properly equipped, organized, and financed to perform such functions.

The proposer shall finance his/her own operations hereunder, shall operate as an independent contractor and not as an agent of hall county and nothing contained in this RFQ/P or a contract resulting from same shall be construed to constitute the proposer or any of his/her employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

22. **Assignment of Contractual Rights:** It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this Request for Qualifications with Price Proposal or his/her right, title, or interest in or to the same, or any part thereof, without written consent of the County.
23. **Starting Time:** Work will commence within ten (10) calendar days after being issued a **"Notice to Proceed"** on the project and commence in a routine, orderly manner until completion and acceptance by the county.
24. **Change Orders:** Any and all change order requests by the successful bidder must be approved through the Hall County Purchasing Policy. Any work performed outside the contract agreement for which compensation over and above the agreement occurs;

there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.

25. Indemnity: Successful proposer agrees, if entering into a contract as a result of this Request for Qualifications with Price Proposal, to defend, indemnify, and hold harmless Hall County from any and all courses of action or claims of damages arising out of or related to proposer's performance or actions or those of his/her employees or agents, under said contract.

26. Termination:

26.1 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. If the County determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Contractor has engaged in conduct that has or may expose the County to liability, as determined in the County's sole discretion;
- VIII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the County shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the County's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the County may:

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor.

26.2 Termination for Convenience. The County may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon a thirty (30) calendar days, written notice, to the successful Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the County up to the time of termination, pursuant to Georgia law.

26.3 Termination for Non-Appropriation. The County is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the County reasonably determines that it does not have funds to meet its obligations under the awarded contract, the County will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

27. Additional Requirements:

27.1 County's Right to Request Additional Information (Contractor's Responsibility): Prior to Contract award, the County must be assured that the selected Contractor has all of the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the County, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors.

If, during the evaluation process, the County is unable to assure itself of the Contractor's ability to perform, if awarded, the County has the option of requesting from the Contractor any information deemed necessary to

determine the Contractor's responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately ten (10) business days to submit the information requested.

- 27.2 Patent Fees, Royalties, and Licenses: If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and their Surety shall indemnify and hold harmless the County from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the County from any cost, expense, royalty or damage which the County may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.
- 27.3 Public Records: Solicitation opportunities will be publicly advertised as required by applicable laws. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the County's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the County such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to supplier proposals and/or communications, shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), the County must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure
- 27.4 Restrictions on Communicating with Staff: From the issue date of this RFQ\IP until a County generated Purchase Order is submitted to the awardee(s) (or the RFQ\IP is officially cancelled), Contractors are not allowed to communicate for any reason with any County staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this RFQ\IP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The County reserves the right to reject the response of any Contractor violating this provision. Further information of this topic can be found on the Cone of Silence Document.
28. Order of Preference: In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the County

and the Contractor attached hereto), the RFQ\IP (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

28.1. First, by giving preference to the specific provisions of this Contract.

28.2. Second, by giving preference to the specific provisions of the RFQ\IP.

28.3. Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the County in writing shall not be included in this Contract and shall be given no weight or consideration.



Hall County Government

FINANCIAL SERVICES

Attachment C

S.A.V.E Program Affidavit

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Background

Pursuant to the "Georgia Security and Immigration Compliance Act," Hall County cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or sub-contractor enter a contract with the County in connection with the physical performance of services unless the contractor or sub-contractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91. **Each contractor is urged to fill out the affidavit below stating they comply with this Georgia Compliance Act before Hall County can legally accept the bids from each contractor/vendor.**

To register for the E-Verify Program visit www.uscis.gov .Your bid will not be accepted without this E-Verify Number.

Procedure

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

See affidavit on following page



Hall County Government

FINANCIAL SERVICES

S.A.V.E Program Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

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 Hall County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

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 (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov. your bid will not be accepted without this E-Verify Number.*

Georgia Paving, Inc.

Name of Contractor

3025 Buford Highway

Street Address

[Signature]

Signature of Authorized Officer or Agent

Toni Livingston / CEO

Printed Name/Title of Authorized Officer

132101

Contractor's/Vendor's E-Verify #

Duluth, Georgia 30096

City / State

6-27-08

Date of Authorization

Demand services for minor

Name of Project

Resurfacing paving and
sealcoating



Subscribed and sworn before me on this the

21 day of Sept, 2022

[Signature]

Notary Public

My Commission Expires: 9-2-2026



Hall County Government

FINANCIAL SERVICES

S.A.V.E Program Sub-Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

By executing this affidavit, the undersigned sub-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 under a contract for Georgia Paving, Inc. on behalf of Hall County, Georgia, has registered and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

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 (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov. your bid will not be accepted without this E-Verify Number.*

Georgia Paving, Inc.
Name of Contractor

3625 Buford Highway
Street Address

[Signature]
Signature of Authorized Officer or Agent

Toni Livingston / CEO
Printed Name/Title of Authorized Officer

132101
Contractor's/Vendor's E-Verify #

Duluth, GA 30096
City / State

6-27-08
Date of Authorization

Demand services for minor
Name of Project

Resurfacing paving and seal coating

Subscribed and sworn before me on this the
21 day of September, 2022

[Signature]

Notary Public

My Commission Expires: 9-2-26





Hall County Government
FINANCIAL SERVICES

Attachment D

RFQ\IP # 43-014
Cone of Silence

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

To ensure fair consideration is given for all Solicitations, it must be clearly understood that upon release of the Solicitation and during the Solicitation process, firms and their employees, subcontractors, as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County employees, department heads or elected officials, up to and including the County Administrator and Board of Commissioners. The "Cone of Silence" is in effect for this Solicitation from the date it is publicly advertised, until the time an award decision has been approved by the Board of Commissioners and fully executed by all parties. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Chuck Pinney, Issuing Officer, for the procurement of these products and/or services.

All questions regarding this Solicitation are to be submitted in writing to Debra Howington, Buyer, with the County's Purchasing Division, via e-mail at dhowington@hallcounty.org Please reference the Solicitation number on all correspondence to the County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

I understand and shall fully comply with the above requirements.

Company Name: Georgia Paving, Inc.

Signed: 

Typed Name: Toni Livingston

Job Title: CEO/President

Date: 9-21-22



Hall County Government
FINANCIAL SERVICES

Attachment E

RFQ\P # 43-014

Certificate of Drug Free Workplace

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

I hereby certify that I am a principle and duly authorized representative of:

Georgia Paving, Inc.
whose address is 3025 Buford Highway, Duluth, GA
and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. "As part of the subcontracting agreement with the Consultant, certifies to the Hall County that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
3. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Company Name: Georgia Paving, Inc.

Signed: [Signature]

Typed Name: Toni Livingston

Job Title: CEO/President

Date: 9-21-22



Hall County Government

FINANCIAL SERVICES

Project Name: Demand Service for Minor Resurfacing Paving and Sealcoating
RFQ/P Number #43-014 – Addendum 1
August 29, 2022

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

On page 10 of the bid, Section J, #2, #3 and #4 reference information requested in Section E. It should be Section I which is prior and on page 9 of the bid.

Hall County

Debra Howington, Buyer

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GEORGIA PAVING INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
- ☐ Other (see instructions) ▶
- ☐ C Corporation
- ☒ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3625 BUFORD HIGHWAY

6 City, state, and ZIP code

DULUTH, GA 30096

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

9 8 7 6 5 4 3 2 1

or

Employer identification number

5 8 - 2 2 3 0 7 3 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

[Signature]

Date

1/26/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: WC

DATE (MM/DD/YYYY)
09/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Corley Insurance Agency, Inc. 2855 Buford Hwy Duluth, GA 30096 William Corley		CONTACT NAME: WILLIAM OR MIKE CORLEY PHONE (A/C, No, Ext): 770-476-2223 FAX (A/C, No): 770-476-4361 E-MAIL ADDRESS: WILLIAM@CORLEYINS.COM PRODUCER CUSTOMER ID #: GEORG-4	
INSURED GEORGIA PAVING INC 3625 BUFORD HWY DULUTH, GA 30096		INSURER(S) AFFORDING COVERAGE INSURER A: AUTO OWNERS INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 32700

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		80038239	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ EXCLUDED
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		50083823900	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		5003823901	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	80023274	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CRIME		80038239	11/01/2021	11/01/2022	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PAVING :

emailed to hannah@georgiapaving.com on 9/21/2022

CERTIFICATE HOLDER

CANCELLATION

HALLCOU

Hall County Government
 2875 Browns Bridge Rd
 Gainesville, GA 30504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 William Corley

William Corley

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Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 3, 2020

CERTIFICATE OF QUALIFICATION
Vendor ID: 2GE420

Georgia Paving, Inc.
3625 Buford Hwy
Duluth, GA 30096

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$48,300,000
CERTIFICATE EXPIRES: October 31, 2022
PRIMARY WORK CLASS/CODE: 820
SECONDARY WORK CLASS(ES)/CODE(S): 150, 163, 310, 310A, 400, 400A, 800A

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as-eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov,
O=Georgia Department of Transportation,
OU=Division of Construction - Director,
CN=Marc Mastronardi, P.E.
Date: 2020.12.07 09:16:49-05'00'

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB

Exhibit 1 - BID SCHEDULE

Minor Resurfacing Paving & Sealcoating

ITEM NO.	GDOT ITEM	ITEM	QUANTITY	UNIT	UNIT AMOUNT	BID AMOUNT
PAVING AND RESURFACING ITEMS						
0005	318-3800	Aggregate Surface Course	50	TN	\$156.94	\$7,847.00
0010	402-1812	Recycled Asph. Conc. Leveling, Incl. Bitum Material & H Lime	4,810	TN	\$191.43	\$920,778.30
0015	402-3100	Recycled Asph Conc 9.5 MM Superpave, Type I, Group 1 or Blend 1, include bitum material & H lime	5,000	TN	\$178.85	\$894,250.00
0030	402-3103	Recycled Asph Conc 9.5 MM Superpave, Type II, Group 2 only, include bitum material & H lime	5,000	TN	\$169.87	\$849,350.00
0035	413-1000	Bitum, Tack Coat	14,653	GL	\$6.00	\$87,918.00
0040	441-0016	Driveway Concrete, 6 in thick	50	SY	\$74.97	\$3,748.50
0045		Asphalt Sealcoating	45,000	SY	\$2.30	\$103,500.00
0050		Sawed Joints in Exist Pavement – PCC	50	SY	\$1.27	\$63.50
0055		Asphalt Patching	11,000	TN	\$198.60	\$2,184,600.00
0060		Crack Sealing	10	MI	\$13,000.00	\$130,000.00
0065	432-5010	Mill Asphalt Concrete Pavement, Variable Depth	5,000	SY	\$3.30	\$16,500.00
0070	444-1000	Shoulder Construction	23	MI	\$5,898.27	\$135,660.21
0075	706-1002	Turf Establishment, TP B	5	AC	\$3,000.00	\$15,000.00
					Subtotal	\$5,349,215.51
SIGNING AND MARKING ITEMS						
0075	150-1000	Traffic Control	1.00	Lump	\$123,000.00	\$123,000.00
0100	653-1504	Thermoplastic Solid Traffic Stripe, 12 in, White	100.00	LF	\$5.85	\$585.00
0105	653-2501	Thermoplastic Solid Traffic Stripe, 5 in, White	4.00	LM	\$6,864.00	\$27,456.00
0110	653-2502	Thermoplastic Solid Traffic Stripe, 5 in, Yellow	5.00	LM	\$6,864.00	\$34,320.00
0115	653-4501	Thermoplastic Skip Traffic Stripe, 5 in, White	1.00	GLM	\$5,491.20	\$5,491.00
0120	653-4502	Thermoplastic Skip Traffic Stripe, 5 in, Yellow	1.00	GLM	\$5,491.20	\$5,491.20
0125	653-1704	Thermoplastic Solid Traffic Stripe, 24 in, White	100.00	LF	\$10.40	\$1,040.00
0130	653-1706	Thermoplastic Solid Traffic Stripe, 24 in, Yellow	50.00	LF	\$10.40	\$1,040.00
0135	653-1804	Thermoplastic Solid Traffic Stripe, 8 in, White	500.00	LF	\$4.23	\$2,115.00
0140	653-1806	Thermoplastic Solid Traffic Stripe, 8 in, Yellow	500.00	LF	\$4.23	\$2,115.00
0145	652-0120	Thermoplastic Type 2 Arrows	10.00	EA	\$156.00	\$1,560.00
0155	653-0220	Thermoplastic Pavement Marking, Word, Type 2	2.00	EA	\$228.00	\$456.00
0160	653-0230	Thermoplastic Pavement Marking, Word, Type 3A	2.00	EA	\$228.00	\$456.00
					Subtotal	\$219,165.40
TOTAL AMOUNT						\$5,568,380.91