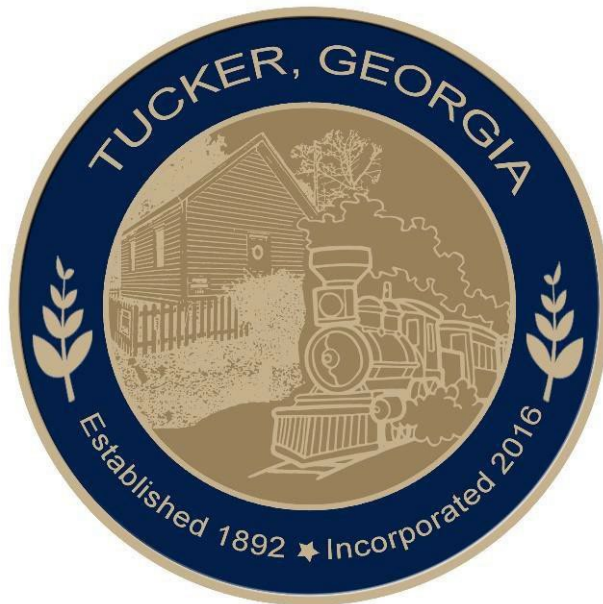


City of Tucker

Request for Proposal

RFP 2026-005

DAILY OPERATIONS OF ROAD AND
STORMWATER MAINTENANCE SERVICES



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30084

City of Tucker Request for Proposal RFP 2026-005

Daily Operations of Road and Stormwater Maintenance Services

INVITATION: The City of Tucker is now accepting proposals for a qualified contractor to provide daily road and stormwater maintenance services throughout the City of Tucker under the direction of the City’s Public Works Department. Proposals will be accepted until the date and time listed below and will be awarded to the most responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the city. Addenda and updates to this bid manual will be posted on the City of Tucker website <http://tuckerga.gov/bids> or may be requested by emailing procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE	
RFP Issued	February 10, 2026
Pre-Bid Conference	N/A
Deadline for Questions	March 3, 2026, at 1:00pm EST
Responses to Questions Posted (Addenda)	March 6, 2026
Proposal Deadline	March 19, 2026, at 1:00pm EST
Scoring by Evaluation Committee	March 20-27, 2026
Award at Council Meeting	April 13, 2026 (Tentative)

SCOPE OF WORK: Refer to Exhibit A.

PRE-PROPOSAL CONFERENCE: N/A

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov. Reference RFP 2026-005 in the subject line of the email.

ADDENDA: Responses to the questions received will be by addenda and will be posted on the City website www.tuckerga.gov/bids. The signed acknowledgement issued with each addendum must be submitted with the proposal. It is the vendors’ responsibility to verify if any addenda were created.

SUBMITTAL REQUIREMENTS: Consultant shall submit RFP Response electronically to procurement@tuckerga.gov so that it is received no later than March 19, 2026 at 1:00pm EST with the subject line “Submittal: RFP 2026-005”. The email must contain the vendor’s contact information. The submittal shall be two PDF files:

1. The proposal shall be named “<Company Name>.RFP 2026-005.Bid Submittal.pdf”.
2. The Cost Proposal shall be named “<Company Name>.RFP 2026-005.Cost Proposal.pdf”

The submittal email will be opened to confirm receipt of the submittal; however, the attached PDF files will remain unopened until the public opening.

PROPOSAL OPENING: All proposals received prior to the deadline will be opened publicly on March 19, 2026 at 1:00pm EST at Tucker City Hall located at 1975 Lakeside Parkway, Suite 350, Tucker GA. A listing of submittals received prior to the bid deadline will be posted on the City website www.tuckerga.gov/bids following the opening of the proposals.

DOCUMENT SUBMITTAL REQUIREMENTS:

1. Proposal, including understanding and approach, related experience and references, personnel qualifications.
2. Equipment List (form provided)
3. Cost Proposal (form provided)
4. W-9 Form (form provided)
5. Certificate of Insurance for Verification Purposes
6. Equipment List (form provided)
7. Notarized E-Verify Affidavit Form (form provided)
8. Notarized Oath of Non-Collusion (form provided)
9. Acknowledgement of Addendum issued with each Addendum.
10. Contact Information Form (form provided)

All responses must be received electronically by the Bid Deadline. (Addenda will show any schedule updates). No bids will be received orally, by phone, or by sealed paper documents. Only electronic bids in accordance with submittal requirement instructions will be accepted. Late bids will not be considered. Bids received after the bid deadline will be filed unopened. The City of Tucker reserves the right to reject any and all bids or any part, to waive any formalities to make an award and to re-advertise in the best interest of the City. The City reserves the right to consider past performance in determining the responsibility of bidders.

The City reserves the right to negotiate pricing with the top scoring bidder and may, in its discretion, award a contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered, as described in the selection criteria.

SCOPE OF WORK
City of Tucker Request for Proposal
RFP 2026-005
Daily Operations of Road and Stormwater Maintenance Services

INTRODUCTION

The City of Tucker (City) is seeking a qualified contractor to provide the daily operations of road and stormwater maintenance in accordance with terms outlined in this Request for Proposal. The City intends to select one contractor through a qualification-based selection process and intends to execute a one-year contract with three optional one-year extensions beginning July 1, 2026.

A. GENERAL SCOPE OF WORK

1. The City of Tucker seeks to engage the services of a qualified contractor to provide road and stormwater and maintenance services throughout the City of Tucker under the direction of the City's Public Works Department. The projects vary in scope and magnitude.
2. The contractor shall maintain established weekday business hours for the purpose of City business. City of Tucker holidays will be provided upon award of contract. The contractor shall notify Public Works of performing non-emergency work outside work outside of normal business hours.
3. For all work provided to the City of Tucker, the contractor(s) shall meet the following requirements:
 - a. Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material.
 - b. Complete work in accordance with the Georgia Department of Transportation Standard Specifications unless otherwise directed.
 - c. Communicate with the Mayor, City Council and media services only through the Director of Public Works, unless otherwise authorized.
 - d. Dispose of all excavated construction materials and other waste. Disposal shall be in accordance with all applicable laws.
 - e. Maintain a current Utility Contractor license with the State of Georgia.
4. The Contractor(s) is expected to attract and retain highly qualified employees in the appropriate number to maintain the required level of service. Employees will be expected to maintain a professional appearance and be courteous in their interaction with the public. The Contractor(s) shall maintain and implement documented training programs throughout the term of the contract to guarantee that the contractor's employees maintain applicable certifications. Resumes for the project superintendent, road maintenance foreman, and stormwater foreman must be included in the response to this RFP.

Tucker Public Works uses the work management system, Cityworks, to initiate, track and report on maintenance activities. Work order tracking by the City will be paperless. Work crew supervisors must have basic computer skills to access and use the City's work order software system. The City will provide training on use of the system. The City's work order tracking system must be updated every Monday at 12:00 noon each week. This update must include all information related to work orders completed or started in the previous week.

5. The contractor or contractors must provide weekly written report every Monday at 12:00 noon each week. This report shall be delivered to the Public Works Director and any other specified city staff. The reporting will be in brief memo format and must include the completed and in progress work orders from the previous week. In addition, the report will include a daily accounting of the number of field personnel at each work order each day. The report will also include the number of hours spent at each work order each day. The report will include any equipment failures and/or lost production time due to equipment failure. The report will also include any employee training that occurred in the previous week. Reporting must be submitted for both road maintenance and stormwater maintenance crews.
6. Basic equipment essential to the performance of customary work including safety equipment, communication devices, in each service area will be included in the monthly lump sum rate. For road maintenance, the lump sum rate will include concrete saws, dump trucks (at least one tandem axle), mini-excavators or backhoes, a track skid steer, a smooth drum asphalt roller (Caterpillar CB-14 equivalent or larger), plate compactor and all necessary hand tools and small equipment. The contractor will provide a daily unit rate for a milling machine, asphalt roller (60" or greater), and an asphalt spreader suitable for small to medium size patches. For stormwater maintenance the monthly lump sum will include concrete saws, a tandem axle dump truck, a track-skid steer, and excavators/backhoes as well as all necessary hand tools and small equipment. At least one concrete saw, one dump truck and one mini excavator/backhoe must be supplied to both the road maintenance crew and the stormwater maintenance crew at all times. All rates proposed for services shall include traffic control equipment, portable safety signs, safety cones and barrels, barricades, delineators, and arrow boards.
7. The Contractor(s) should include in the proposal, a detailed list of equipment that will be utilized in the City of Tucker. The Contractor(s) shall be responsible for maintaining the equipment in satisfactory operating condition throughout the contract period. If equipment requires repair, the Contractor is responsible for renting or acquiring replacement equipment at their own expense to avoid delays or down time. Repair and maintenance of equipment shall occur outside of the normal 40-hour week assigned to addressing work orders. Significant equipment repairs that result in a reduction of a 40-hour production

week will result in a proportional payment reduction. All fuel will be the Contractor's responsibility. The Contractor(s) shall maintain and account for any information, equipment, and property, which the City provides to the Contractor for use during the period of performance.

Age and condition of equipment will be factored into contractor scoring for these services. The contractor shall be prepared to allow the city inspect the equipment and demonstrate its functionality prior to selection.

At least one member of each work crew must be equipped with a cell phone. The cell phone shall be capable of taking and sending digital pictures or a separate digital camera should be provided to each crew. Work crew supervisors must be provided with a computer with internet access for communication with the City's work order management system.

8. Contractor shall provide automatic vehicle location (AVL) tracking devices to all vehicles associated with this scope. The contractor shall be responsible for general upkeep, protection, and operation of these devices to include but not limited to the insurance of continued operation during the times the vehicles are utilized for this scope. Contractor shall provide at a minimum AVL tracking that provides real-time data, and historical data to include but not limited to speed and idle time updated at an interval no more than 1 minute. History of vehicle tracking must be maintained for at least one year. Contractor shall provide the director of public works or his designee, login access to this data at his discretion.
9. Raw materials used in the performance of the work will be either purchased directly by the City of Tucker or reimbursed as a pass-through cost with no markup and no sales tax added. The City may elect to setup accounts with various suppliers for direct billing. The Contractor(s) will be responsible for loading and delivery of the material. The Contractor will also be responsible for estimating quantities, obtaining competitive pricing, arranging for delivery in a timely manner and providing for storage at the City maintenance facility. Whenever practical, arrangements shall be made for the City to pay for material directly. Reimbursement for materials will not include items that are incidental to the work such as work gloves and safety supplies.

B. DETAILED SCOPE OF WORK

ROADWAY MAINTENANCE

The City of Tucker maintains approximately 170 centerline miles of roadway and over 65 miles of sidewalk. Maintenance activities of the contractor will include but are not limited to:

1. Sidewalk Maintenance
 - Remove and replace damaged sections of sidewalk

- Install curb ramps in accordance with ADA requirements
 - Construct short segments of new sidewalk
2. Curb and Gutter
- Remove and replace damaged sections of curb and gutter
 - Install short sections of new curb and gutter
 - Clean gutters
3. Pavement Maintenance
- Fill potholes with cold patch when hot mix is not available
 - Perform pavement repairs and patching
 - Remove damaged areas by saw cutting to a minimum depth 4 inches.
 - Excavate soft subgrade and backfill with compacted material as directed by Public Works Engineer
 - Square asphalt edges if necessary
 - Clean and tack the edges if necessary
 - Place and compact 12.5 mm Superpave asphalt
 - For repairs 10 feet by 10 feet or larger place asphalt using an asphalt spreader
 - Repair pavement cuts by DeKalb County Water and Sewer to repair or service water and sewer lines.
 - Remove steel plate and store at the maintenance facility for DeKalb County to pick up.
 - Excavate soft subgrade and backfill with compacted material as directed by Public Works staff.
 - Square asphalt edges if necessary
 - Clean and tack the edges of the patch
 - Place and compact 12.5 mm Superpave asphalt
4. Pavement Marking
- Refresh pavement marking paint and install thermoplastic pavement markings such as SCHOOL marking, bike lane symbols and parallel parking spaces. Long line striping is not included in the scope of this contract
5. Traffic Control
- Provide traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as needed in conjunction with the contractor's maintenance activities
 - Provide traffic control for other Public Works activities, as needed
 - Set up and take down temporary barricades, as needed
6. Shoulder Repair and Grading
- Fill in ruts and potholes at the edge of pavement where curb is not present
7. Road Maintenance Crew Requirements
- The road maintenance crew must be assigned an onsite foreman. **Resume of onsite foreman must be included in the response to this RFP.**

- Road maintenance crew must consist of at least 4 personnel
- A minimum of one truck driver capable and licensed to drive a tandem axle dump truck must be assigned to the road maintenance crew on an ongoing basis for the duration of this contract. This person must maintain and provide a commercial driver's license.
- A minimum of one operator capable of operating a track skid steer (John Deer 325G or comparable) and mini excavator (John Deere 50 P-Tier or comparable) must be assigned to the road maintenance crew on an ongoing basis for the duration of this contract.
- The road maintenance truck driver and operator cannot be the same person and must work in concert to maximize production.
- Except for the crew member with commercial driver's license, truck drivers and operators for the road maintenance crew must be separate and in addition to the stormwater maintenance crew.
- The contractor will conform to the Manual on Uniform Traffic Control Devices and the State of Georgia Department of Transportation standards for traffic control. Within 60 days of contract execution, the contractor must provide proof that a minimum of 2 field personnel assigned to the Tucker contract are certified for flagging. Traffic control will include flagging, lane closures, lane shifts, and provide safe areas and/or adequate safety for pedestrians through the work zone. To expedite repairs, the city may periodically authorize an additional two man flagging crew for larger pavement repairs on arterial and collector roads. Otherwise, any required traffic control shall be provided by certified personnel assigned to the road crew.

STORMWATER MAINTENANCE

The City of Tucker includes over 14,100 stormwater structures and conveyances including 290 miles of pipe. Maintenance activities of the contractor will include but are not limited to:

1. Pipe Maintenance
 - Remove debris and clean pipes
 - Perform minor pipe repairs and replacement
 - Install new pipe
2. Structure Maintenance
 - Replace broken catch basin tops
 - Remove debris and clean structures
 - Reattach pipes to structures including grouting
 - Repair masonry structures
 - Remove and replace damaged structures
 - Remove and replace damaged flumes and curbs

3. Ditch Cleaning and Repair
4. Placing Rip-Rap
5. Cleaning detention ponds
6. Stormwater Maintenance Crew Requirements
 - The stormwater maintenance crew must be assigned an onsite foreman. **Resume of onsite foreman must be included in the response to this RFP.**
 - Field crew must consist of a minimum of 3 personnel.
 - A minimum of one truck driver capable and licensed to drive a single axle dump truck must be assigned to the stormwater maintenance crew on an ongoing basis for the duration of this contract.
 - A truck driver capable and licensed to drive a tandem axle dump truck must be available to the stormwater maintenance crew only when required (approximately 1 day per month). These personnel must maintain and provide a Commercial Driver's License.
 - A minimum of one operator capable of operating a track skid steer and excavator (Caterpillar 316GC or equivalent) must be assigned to the stormwater maintenance crew on an ongoing basis for the duration of this contract.
 - A minimum of one crew member specifically assigned to stormwater must provide and maintain a 1A Erosion and Sedimentation Certification by the Georgia Soil and Water Conservation Commission (Blue Card). Proof of this certification must be provided within 60 days of the execution of the contract.
 - The stormwater truck driver and operator cannot be the same person and must work in concert to maximize production.
 - Except for the crew member with commercial driver's license, truck drivers and operators for the road maintenance crew must be separate and in addition to the stormwater maintenance crew.
 - All members of the stormwater maintenance crew must receive trench and excavation safety training within 60 days of contract execution. The cost and organization of this training will be the contractor's responsibility.
 - Stormwater maintenance crew must receive a minimum of 8 hours annually on stormwater pollution prevention training.
 - At least one member of the staff assigned to this contract must receive a minimum of 16 hours of training on green infrastructure construction, inspection, and maintenance.

ROADWAY AND STORMWATER MAINTENANCE

1. Work Order Generated Services

Work orders will be disseminated to the contractor electronically through Public Works' Cityworks work order management software. Work orders will be assigned a priority by the Public Works staff. The contractor will be expected to monitor the status of work

orders and complete them in a timely manner as follows:

- Priority 1: Complete within 24 hours.
- Priority 2: Complete within 7 days.
- Priority 3: Complete within 21 days.
- Priority 4: As directed.

2. Emergency Responses

The contractor will be required to maintain a point of contact for 24-hour, 7-day per week response to weather-related incidents and other types of emergencies. This responsibility will best be handled by the Crew Supervisor. The contractor must be able to have equipment and personnel mobilized in the City within 2 hours of notification of an incident. Costs for work after normal business hours will be paid on an hourly basis.

C. EQUIPMENT / PERSONNEL AND STORAGE SCOPE OF WORK

1. In addition to providing an adequate number of qualified personnel, the contractor will be responsible for the following:

- Provide and maintain in satisfactory operational condition all equipment necessary to provide the required services.
- All vehicles and fuel needed to provide the required services.
- All communication and computer devices and service necessary to be able to maintain around the clock accessibility and to be able to maintain access to the City's internet-based work order system. Crews assigned to right of way work orders will be expected to be provided with a smart phone for interaction with the work order system.
- Subcontractors may be utilized to fulfill the requirements of the scope outlined in this RFP. All subcontractors are expected to be held to the same standards as the selected contractor.

2. City Provided Items

- Magnetic City of Tucker logos for contractor vehicles.
- In-office meeting site at the City of Tucker City Hall
- Training on the City's work order management system.
- Materials and supplies other than fuel, equipment, office and personnel supplies. For example: gravel, asphalt, concrete etc.

3. Storage

The City will provide a yard and warehouse for operations. The City will not be liable for any theft or damage to equipment/machinery at this facility. The contractor is urged to provide security for their own equipment and machines.

D. RFP STANDARD INFORMATION

1. Authority

This RFP is issued under the authority of the Purchasing Division of the City of Tucker. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2. Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposals, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

3. Receipt of Proposals and Public Inspection

(a) Public Information

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Tucker (3) any company financial information requested by the City of Tucker to determine Contractor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

(b) Procurement Officer Review of Proposals

Upon opening the Proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the Proposals and separate out any information that meets the referenced exceptions in Section 3.a. above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Proposals.
- The Proposals do not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from

another party.

4. Classification and Evaluation of Proposals

(a) Determination of Responsive or Non-responsive

All Proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the Proposals is not within the plans and specifications described and required in the RFP. If a Proposal is found to be non-responsive, it will not be considered further.

(b) Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

5. City’s Rights Reserved

Issuance of the RFP in no way constitutes a commitment by the City of Tucker to award and execute a contract. Upon determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all Proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

6. General Information

1. Only those firms or teams with the necessary resources and a commitment to complete all work according to the specifications in the Scope of Work should submit a Proposal.
2. The City may select the best qualified contractor based on the information received from interested companies as a result of this solicitation.

3. The City of Tucker reserves the right to cancel any and all Request for Proposals at any time when it is determined to be in the best interest of the City.
4. The City of Tucker also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
5. It is the responsibility of all companies interested in submitting proposals for this advertisement to routinely check the posting on the website for any revisions to this RFP.
6. Incomplete submittals will not be considered. Late submittals will not be accepted.

E. PROPOSAL SUBMISSION AND EVALUATION

1. Preparation of Proposal

Each Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Proposals, the Offeror should reference these materials in the technical Proposals, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

2. Submittal Requirements

Failure to meet these requirements will result in the Proposals being determined “non-responsive” and the entire submittal will be rejected. Unless otherwise specified, all requirements will count toward the page limit.

1. Submittals of company information and Proposals should be no more than fifteen (15) pages single-sided, 8½” x 11” pages in length. The 15-page limit does not include the cover page, tabs or title pages, and the required City forms. Any other supplemental information and pages outside the page limit will not be reviewed and will be considered as non-responsive to the page limit requirement.
2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), and joint venture partner information (if applicable).
3. Describe the company’s understanding of the proposed services as described in the Scope of Work. Each proposer should include a summary of their proposed management plan. The management plan should describe the number of crews and seasonal personnel, if any, proposed to accomplish the required work.

4. Provide information on supervisory personnel to be assigned to this contract, including for the project superintendent, road maintenance foreman, and stormwater foreman. The proposal should identify any applicable certifications held by proper personnel. the resumes of key personnel who will perform the work.
5. List and describe company experience in the past five years that best matches the Scope of Work. In addition, references, including name, address, telephone number and email address of a contact person for each job identified and described above should be included.
6. Submit the required forms provided as part of the bid package, which will not be counted toward the 15-page limit.

3. Evaluation Process

All responsive Proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

Selection and award will be based on the offeror's Proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

4. Selection Criteria

The Evaluation Committee will evaluate the quality and completeness of each proposal as it addresses each requirement of the RFP. The RFP carries a total weight of 100 points. Proposals will be evaluated and scored in categories. Each category is assigned a maximum point value. Firms will be evaluated and rated based on the criteria below:

Proposed Management Plan and Approach – 35 points

The proposal shall outline the plan that the company will use to provide the most effective delivery of the requested services as outlined in the Scope of Work.

Qualifications and Similar Project Experience of the Company and Staff – 35 Points

The proposal must give a detailed report of related experiences that demonstrate the ability of the proposer to perform requested services as outlined in the Scope of Work. The proposal shall include sufficient information to indicate the abilities, qualifications, and experience of all persons who would be assigned to provide the required services.

Cost Proposal – 30 points

Proposers shall provide lump sum costs for basic services per the Cost Proposal Form provided. Proposers shall also submit the Unit Cost Schedule per the form provided. The contract award will include an annual Not-to-Exceed amount to be determined by the City of Tucker based on the rates provided.

5. Oral Presentations

The City reserves the right to invite Offerors to present their proposal to the Evaluation Team. Evaluation criteria for such presentations will be provided to offerors prior to presentations.

6. City's Right to Investigate and Reject

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

F. TERMS AND CONDITIONS

1. The City reserves the right to amend this RFP prior to the due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, and also the City's website at: www.tuckerga.gov/bids. Offerors are encouraged to check this website frequently.
2. A submitted Proposal may be withdrawn prior to the due date by a written request to the Procurement Manager. A request to withdraw a Proposals must be signed by an authorized individual.
3. No proposal may be withdrawn for a period of ninety (90) days after the time has been called on the date of the opening.
4. The cost for developing the Proposal is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

5. If an Offeror has any existing client relationship that involves the City of Tucker, the Offeror must disclose each relationship.
6. It is the policy of the City of Tucker that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Tucker encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises. However, there is no DBE minimum goal for this project.
7. The City of Tucker adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0126 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.
8. The Contractor will comply with all City, State of Georgia, Title VI and Federal laws, rules, and regulations.
9. This RFP expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.
10. Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors, agents, and suppliers.
11. At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The

remedies afforded by City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

12. Contractor shall maintain the following insurance:

- Commercial General Liability coverage at their sole cost and expense with limits of not less than \$3,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.
- Statutory Workers Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against the City of Tucker and its affiliates.
- Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.

All insurance shall be provided by an insurer(s) acceptable to City, and except for worker's compensation insurance, shall name the City as an additional insured; and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

13. Protection and Restoration of Property and Landscape:

- The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.
- When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.
- In the event the contractor (or subcontractors working for them) damage private property in the course of performing the Work, the contractor shall be responsible for making restitution. The contractor shall be responsible for communicating with property owner(s) directly with regard to all property damage claims. Contractor

shall copy the City of Tucker on status of each claim until resolved.

14. Contractor shall always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractors shall have no authority to contract for or bind City in any manner.
15. Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.
16. Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.
17. In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City because of such breach.

**RFP 2026-005 DAILY OPERATIONS OF ROAD AND STORMWATER
MAINTENANCE SERVICES**

EQUIPMENT LIST

Provide a complete list of the type, model and age of heavy equipment expected to be used regularly by the maintenance crews on this contract (e.g. trucks, excavation equipment etc. Only include equipment that is expected to be available to Tucker and not fully committed to other projects. Proposer may provide this information in another format similar to this form as long the format includes the header as it appears on this form.

Equipment Type	Model	Age	Number

Also, list other applicable power tools and equipment owned by the contractor.

**RFP 2026-005 DAILY OPERATIONS OF ROAD AND STORMWATER
MAINTENANCE SERVICES**

COST PROPOSAL

Basic Services

Service	Unit of Measure	July 2026 – June 2027
Road Maintenance Crew (40 hours per week)	Monthly Lump Sum	
Road Maintenance Crew, non-emergency after hours and weekends	Hourly	
Stormwater Maintenance Crew (40 hours per week)	Monthly Lump Sum	
Stormwater Maintenance Crew, non-emergency after hours and weekends	Hourly	
DeKalb County Water and Sewer Pavement Repairs*	Each	
Emergency Response, Road Maintenance Crew	Hourly	
Additional Equipment/Labor Cost (Out of Scope)	Unit Price	See Rate Sheet

*The water and sewer pavement repairs are expected to be completed by the regular road maintenance crew and included in the monthly lump sum. The contractor is asked to itemize the cost here for the purpose of documenting the cost for reimbursement of these repairs by the County. The typical repair area is approximately 10 feet by 10 feet. The cost should be for labor and equipment only. The City will pay for material directly.

Effective July 1, 2027 and each year thereafter, for any annual renewals, the Base Hourly Rate used for calculation of the Bill Rate shall be increased by the percentage of annual total compensation increase for private industry workers reported in the most recent data for the preceding 12 months in the Employment Cost Index published by the United State Bureau of Labor Statistics. Provided, however, that the minimum compensation increase for private industry workers for the preceding 12 months was less than 3%.

**RFP 2026-005 DAILY OPERATIONS OF ROAD AND STORMWATER
MAINTENANCE SERVICES**

RATE SHEET

**Additional Equipment/Labor
Unit Cost Schedule**

Description	Units	Rate
2 man maintenance crew	Daily	
Additional Laborer	Daily	
Traffic Control, Flagging	Hourly	
Traffic Control, Flagging (Overtime)	Hourly	
Lane Closure	Daily	
Granite Curb – Remove and Reset	Linear Foot	
Concrete Curb and Gutter removal and replacement (labor and equipment)	Linear Foot	
New 24” Curb and Gutter	Linear Foot	
Sidewalk Removal and Replacement (labor and equipment)	Square Yard	
New 4” Sidewalk (3,000PSI)	Square Yard	
Thermoplastic Pavement Marking (Hand Work)	Daily	
ADA Ramp (GDOT Standard)	Each	
Graded Aggregate Base Course (labor and equipment)	Ton	
Recycled Asphalt Concrete 9.5 mm superpave (labor and equipment)	Ton	
Recycled Asphalt Concrete 12.5 mm superpave (labor and equipment)	Ton	
Recycled Asphalt Concrete 19 mm superpave (labor and equipment)	Ton	
Crack Seal (labor and equipment)	Linear Foot	
Tack Coat (labor and equipment)	Gallons	
Mill Asphalt Concrete Pavement, 1” Depth (labor and equipment)	Square Yard	
Mill Asphalt Concrete Pavement, 3” Depth (labor and equipment)	Square Yard	
Driveway Concrete, 6” Thick (labor and equipment)	Square Yard	
Paved Concrete Ditch / Swale, 4” Thick (labor and equipment)	Square Yard	

**RFP 2026-005 DAILY OPERATIONS OF ROAD AND STORMWATER
MAINTENANCE SERVICES**

RATE SHEET

**Specialty Equipment
Unit Cost Schedule**

Description	Units	Rate
Asphalt Spreader	Daily	
Milling Machine	Daily	
Asphalt Roller – 6 feet wide	Daily	
1,500 Gallon Water Truck	Daily	
Jet / Vac Truck	Daily	
Variable Message Board	Daily	

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code		
7	List account number(s) here (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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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	Date

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	
Solicitation/Bid number or Project Description:	

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract on behalf of the City of Tucker, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and 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
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____



OATH OF NON-COLLUSION

COMES NOW, _____ (“Contractor”),
[*name of Contractor*]

appearing by and through _____,
[*name of individual with authority to bind Contractor*]

its _____ (“Individual And Representative Affiant”), and
[*title*]

[*insert the names of all those required to give the oath*]

(collectively, “Individual Affiants”), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.

3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This ____ day of _____, 20____.

By: _____, individually and on behalf of Contractor
[signature of Individual And Representative Affiant]

Name: _____

Title: _____

Individual Affiants' signatures and names:

Name:

Name:

Name:

Name:

Name:

Name:

Subscribed and Sworn before me on this
____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires:

Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: _____

Date: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Preferred Contact for Administration: (i.e. Document Processing) (Choose one)

☐ Primary Contact

☐ Secondary Contact

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

Federal Employee ID Number (FEIN): _____