



**Invitation to Bid (ITB)/ Request for Quote (RFQ) Bid Form
(Qualified Firms only)**

Purpose:

Concrete and Portland Cement Concrete (PCC) Pavement Rehabilitation Services – District []

RFQ# / ITB #: Enter ITB/RFQ Number
Agreement #s: 48400-410-0000033622-XXX

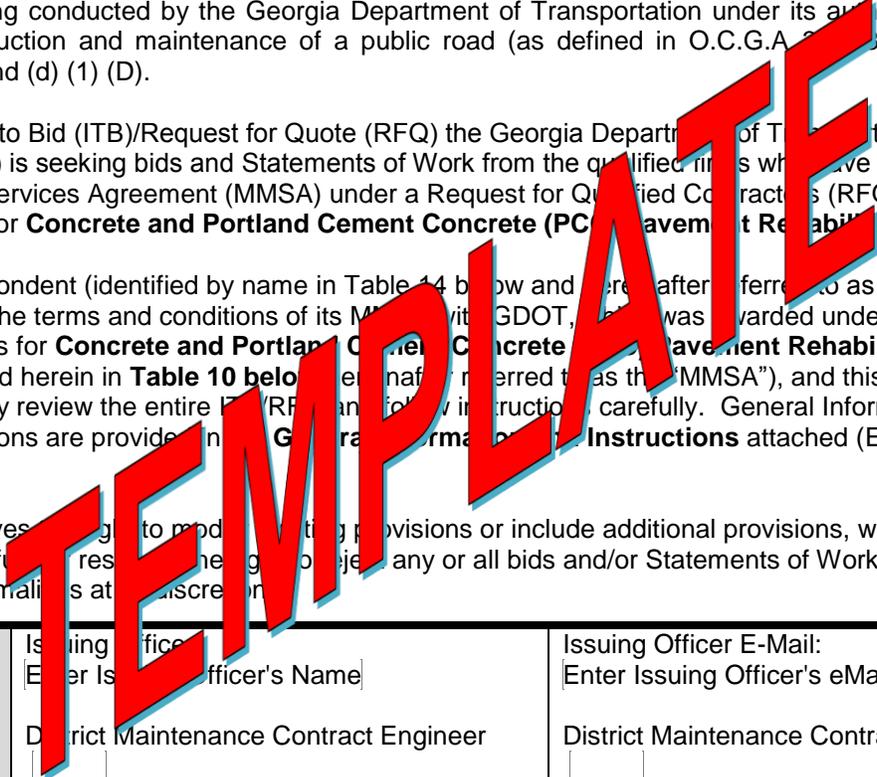
Table 1 - Services and Contacts

This solicitation is being conducted by the Georgia Department of Transportation under its authority to procure services ancillary to the construction and maintenance of a public road (as defined in O.C.G.A. § 24-2-1) as provided for in O.C.G.A 32-2-61 (c) and (d) (1) (D).

Through this Invitation to Bid (ITB)/Request for Quote (RFQ) the Georgia Department of Transportation (hereinafter, "the Department or GDOT") is seeking bids and Statements of Work from the qualified firms who have been awarded a Maintenance Master Services Agreement (MMSA) under a Request for Qualified Contractors (RFQC) (GDOT's pre-qualification process) for **Concrete and Portland Cement Concrete (PCC) Pavement Rehabilitation Services**.

The awarded firm/respondent (identified by name in Table 14 below and hereinafter referred to as "Contractor") to this ITB/RFQ is subject to the terms and conditions of its MMSA with GDOT, which was awarded under a RFQC or prequalification process for **Concrete and Portland Cement Concrete (PCC) Pavement Rehabilitation Services** and is specifically incorporated herein in **Table 10 below** (hereinafter referred to as the "MMSA"), and this document, and is cautioned to completely review the entire ITB/RFQ and follow instructions carefully. General Information and Instructions regarding bid submissions are provided in the **General Information and Instructions** attached (Exhibit 1) and included with the ITB.

The Department reserves the right to modify existing provisions or include additional provisions, which are not currently addressed herein and further reserves the right to reject any or all bids and/or Statements of Work, and to waive technicalities and informalities at its discretion.



District/Contact for this ITB/RFQ	Issuing Officer: <u>Enter Issuing Officer's Name</u>	Issuing Officer E-Mail: <u>Enter Issuing Officer's eMail</u>
	District Maintenance Contract Engineer	District Maintenance Contract Engineer Email
Vendor Contact Information	Company Name: 	Contact E-Mail
	Point of Contact Name: 	Phone #

Table 2 - Schedule of ITB Events

Department issues "Invitation to Bid"	Date As Published on the Georgia Procurement Registry ("GPR")	
Bidders/Offerors' Conference Location: <u>Enter Conference Address (Street Address, City, State, Postal Code)</u> Attendance is: <u>Choose an item.</u>	<u>Click here to enter a date or DELETE and enter N/A.</u>	AM
Deadline for Written Questions from Contractors	<u>Click here to enter a date.</u>	AM
Responses to Written Questions to Contractors	<u>Click here to enter a date.</u>	AM
Deadline for Bid Submittal	Date as Published on the GPR	

<input type="checkbox"/>	441	Miscellaneous Concrete
<input type="checkbox"/>	442	Roller Compacted Concrete Pavement
<input type="checkbox"/>	444	Sawed Joints in Existing Pavements,
<input type="checkbox"/>	445	Waterproofing Pavement Joints and Cracks
<input type="checkbox"/>	450	Pressure Grouting Portland Cement Concrete Pavement
<input type="checkbox"/>	451	Patching Portland Cement Concrete Pavement (Spall Repair)
<input type="checkbox"/>	452	Full Depth Slab Replacement
<input type="checkbox"/>	453	Portland Cement Concrete Whitetopping
<input type="checkbox"/>	461	Sealing Roadway and Bridge Joints and Cracks
<input type="checkbox"/>	511	Reinforcement Steel
<input type="checkbox"/>	600	Controlled Low strength Flowable Fill
<input type="checkbox"/>	609	Removal of PCC Roadway Slabs
<input type="checkbox"/>	621	Concrete Barrier
<input type="checkbox"/>	623	Pneumatically Applied Concrete
<input type="checkbox"/>	649	Concrete Glare Screen
<input type="checkbox"/>	685	Blast Cleaning Portland Cement Concrete Structures
<input type="checkbox"/>		

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Table 6 - Applicable Qualified Products List (QPL)

Specific material to perform the described work must comply with the Specifications and be from a source listed on the Department's Qualified Products List (QPL). The Contractor must comply with the terms of the above-referenced Contract, project details and any attachments referenced herein in addition to the QPL#s indicated with an "X" below. The Contractor is responsible for ensuring that ALL material/products chosen by the Contractor is from a source approved by the Department and is from the most current QPL List. The Contractor may access the QPL on line at <http://www.dot.ga.gov/PS/Materials/QPL> or may call the Department's Office of Materials and Testing at the number listed at the top right-hand corner of the applicable QPL for the most current sources.

The Department reserves the right to perform all sampling and testing in accordance with Section 106 of the Specifications referenced in Table 6. The Contractor must furnish the applicable certifications and documentation for all materials/products as required by the Specifications. Material which is not properly certified will be rejected.

INSTRUCTIONS: DO NOT ASSUME THIS IS A COMPLETE LIST. Review the project scope of work and list all applicable QPL information in the table below in addition to checking or unchecking QPL already listed. DELETE THESE INSTRUCTIONS WHEN COMPLETE

"X" All that Apply	Section	Title
<input type="checkbox"/>	QPL 10	Ready Mix Concrete Plants (Districts 1-7)
<input type="checkbox"/>	QPL 12	Reinforcement Steel Fabricators
<input type="checkbox"/>	QPL 61	Reinforcement Steel Rolling Mills
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Table 7 - Applicable Construction Details and Standards

<http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>

The Construction Details and Standards listed below are those that may be applicable to all work available to be performed under the above-referenced MMSA, From that list, the Construction Details and Standards that are applicable to this Invitation to Bid's Project Scope of Work (**Exhibit 3**) are indicated with an "X" below.

For convenience and easy access, hyperlinks have been provided for these Construction Details and Standards and they may be reviewed by clicking on the link in the applicable table. The Contractor may also access the Construction Details and Standards visiting <http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>. The Construction Details and Standards are subject to being revised at any time. It is the Contractor's responsibility for ensuring use of the latest version of the Construction Details and/or Standards.

The Contractor must comply with the terms of the above-referenced MMSA, project details and any attachments referenced herein in addition to the Construction Details and Standards indicated with an "X" below.

INSTRUCTIONS: DO NOT ASSUME THIS IS A COMPLETE LIST. Review the project scope of work and list all applicable Standards in the table below in addition to checking or unchecking Standards as listed. DELETE THESE INSTRUCTIONS WHEN COMPLETE

"X" All that Apply	Reference	Title
<input type="checkbox"/>	Detail P-2	Details and Schedules for both Sub Replacement
<input type="checkbox"/>	Detail P-3	Reinforcing Joists on PCC Pavement & Bridge Decks, Patching PCC Pavement
<input type="checkbox"/>	Standard 4940	Type 2, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 2L, 2M Concrete Barrier – Permanent and Concrete
<input type="checkbox"/>	Standard 498A	Concrete Side Barrier Types 7-C, 7-R, 7-T, 7-W
<input type="checkbox"/>	Standard 498B	Concrete Side Barrier Types 2, 2A, 2B, & 2C
<input type="checkbox"/>	Standard 498C	Concrete Side Barrier Types 6, 6A, 6B, & 6C
<input type="checkbox"/>	Standard 9100	Traffic Control General Notes, Standard Legend, Miscellaneous Details
<input type="checkbox"/>	Standard 9101	Traffic Control Detail for Lane Closure on Two-lane Highway
<input type="checkbox"/>	Standard 9106	Traffic Control Detail for Lane Closure on Multi-lane Divided Highway
<input type="checkbox"/>	Standard 9107	Traffic Control Detail for Lane Closure on Multi-lane Undivided Highway

Table 8 – Traffic Control

In addition to any traffic control requirements listed in this ITB/RFQ , the following additional requirements shall be adhered to via link:

[Manual of Uniform Traffic Control Devices \(MUTCD\), current edition](#)

Table 9 – Agreement Duration

Work must begin no later than:	Enter desired start date or reference section of scope of work
Work must be completed no later than:	Enter desired completion date or reference section of scope of work
When work is begun, it must be completed within the total number of days indicated:	Enter maximum allowed time to perform services or reference section of scope of work

In addition to the work schedule listed above, the following additional requirements shall be adhered to:

- The Department will require the awarded Contractor to begin and complete work within the timeframe named above.
- The Contractor is required to schedule, with the Department, the start of any work related to this ITB a minimum of 48 business hours in advance.
- The Contractor must also confirm the schedule or inform the Department of any changes to the schedule each morning work is to be performed.
- Completion of work includes Department inspections and any work required to correct deficiencies noted by Department.

Table 10 – Incorporated Documents

The Contractor acknowledges that the documents listed in this Table are hereby incorporated into and made a part of this Bid. The Contractor acknowledges that the MMSA, Addenda, and subsequent Purchase Orders are hereby incorporated as though expressly written herein. In the event of any conflict between the language in these documents, the following Order of Precedence shall prevail:

1. MMSA # **48400-410-0000033622-XXX** for **Concrete and Portland Cement Concrete (PCC) Pavement Rehabilitation Services** (including any amendments/renewals)
2. Invitation to Bid (ITB)/Request for Quote (RFQ) Bid Form, as Signed by GDOT (including exhibits)
3. Subsequent Purchase Orders

The Contractor shall not take advantage of any error or omission in any of the ITB/RFQ or RFQC components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify the Department.

Table 11 – Invitation to Bid Documents

This ITB/RFQ includes Tables 1 through 15 and Exhibits 1 through 4. Agreement includes Exhibits and Appendices as listed below, which are hereto attached and incorporated herein by reference:

1. Invitation to Bid (ITB)/ Request for Quote (RFQ) Bid Form
2. Exhibit 1 - General Information & Instructions
3. Exhibit 2 - Exclusions from General Provisions
4. Exhibit 3 - Project Scope of Work
5. Exhibit 4 - Locations, Description and Estimated Quantities

The Contractor shall not take advantage of any error or omission in any of the ITB/RFQ or Contract components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify the Department.

Table 12 – Bid Form

INSTRUCTIONS: Three options are available for bidders to provide a bid response. Select 1 of the 2 options and delete these instructions and the remaining option.

All of the services which are available to Qualified Maintenance Contractors for **Concrete and Portland Cement Concrete (PCC) Pavement Rehabilitation Services** are listed below; however, the Department seeks a bid only for the services indicated.

Having carefully examined the Invitation to Bid, General Information & Instructions, the Project Scope of Work, the Location, Description and Estimated Quantities (if applicable), and any Addendums, the Contractor proposes to provide the services to the Georgia Department of Transportation in accordance with all requirements set forth therein and in the Contract, for the following services:

Option 1: Use this option if line item pricing for all line items are desired		Unit of Measure	Price per UOM	Estimated Quantity	Line Total (Price per UOM X Est. Qty)
<input type="checkbox"/>	1. Slab Removal	Square Yard	\$	(Enter QTY)	\$ 0.00
<input type="checkbox"/>	2. Slab Replacement - Portland Cement Concrete (PCC)	Cubic Yard	\$	(Enter QTY)	\$ 0.00
<input type="checkbox"/>	3. Traffic Control	Lump Sum	\$	(Enter QTY)	\$ 0.00
<input type="checkbox"/>	4. Spall Repair of PCC Pavement Sections	Square Yard	\$	(Enter QTY)	\$ 0.00
<input type="checkbox"/>	5. Concrete Barrier Repair	(Enter UoM)	\$	(Enter QTY)	\$ 0.00
<input type="checkbox"/>	6. Glare Screen Repair	(Enter UoM)	\$	(Enter QTY)	\$ 0.00
Bid Total					\$ 0.00
Option 2: Use this option if scope is well defined and one price for the complete job is desired		Unit of Measure	Price per UOM	Estimated Quantity	Line Total (Price per UOM X Est. Qty)
Concrete and Portland Cement Concrete (PCC) Pavement Rehabilitation Services per Exhibit 4		Job	\$	1	\$

Price Match: A price match option is available for Georgia Resident, Small Businesses, and Georgia Resident Small Businesses as defined in Section C.3 of the **General Information & Instructions**. The Contractor's bid must be within 5% or up to \$10,000 of the

lowest responsive and responsible bid. In the event both the lowest bidder and the next lowest bidder qualify as a Georgia Resident, Small Businesses, and Georgia Resident Small Businesses, the price match option will be void.

If you identified your company as being a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses, do you agree to price match the lowest vendor's price for this bid? Check either of the three boxes below as appropriate for firm and desire to be considered for price matching.

- Yes, will price match the lowest vendor's price for this bid
- No, will not price match the lowest vendor's price for this bid
- N/A, not eligible for the price match option

**Table 13.1 –Mandatory Response from Bidder:
 Bonds**

The bid bond or proposal guaranty indicated below must be mailed or delivered in a sealed envelope to the address below prior to the deadline for bid submittals.

Mailing Address for USPS

Georgia Department of Transportation
 Enter Issuing Officer's Name
 Enter Issuing Officer's Mailing Street Address
 Enter Issuing Officer's City, State, Postal Code

Physical Address for Overnight and Hand Delivery

Georgia Department of Transportation
 Enter Issuing Officer's Name
 Enter Issuing Officer's Physical Street Address
 Enter Issuing Officer's City, State, Postal Code

Bond Requirements

Any and all bonds must be issued by a company that, at the time of issuance, is authorized by the Insurance Commissioner to transact the business of surety in the State of Georgia, is listed in the most current U.S. Treasury Circular No. 570, and has an A.M. Best rating of "A-". In the event the bond is issued by an out of state agent, it shall be countersigned by a Georgia Resident Agent in accordance with the laws of Georgia. AIA (The American Institute of Architects) forms for many types of bonds are NOT acceptable.

Bid Bond or Proposal Guaranty

Contractor must submit a bond or proposal guaranty for each bid submitted to the Department. Bid bonds or proposal guaranties not received by the Department before the due/close date and time will not be accepted and bid rejected. The proposal guaranty must be in the form of bid bond, certified check or cashier's check in the amount of \$1,000.00 in accordance with O.C.G.A. § 32-2-08.

Any proposal guaranty in the form of certified check or cashier's check must be made payable to the Georgia Department of Transportation.

Performance Bond

A Performance Bond equal to 100% of the Award Price, must be provided by the successful Bidder. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §32-2-70 et seq.

**Table 13.2 –Mandatory Response from Bidder:
 Attachments**

The following documents must be uploaded as a bid response in Team Georgia Marketplace prior to the deadline for bid submittals:

A. Invitation to Bid (ITB)/ Request for Quote (RFQ) Bid Form

Contractor must utilize the **Table 12 – Bid Form** provided to indicate pricing to perform the services selected in **Table 12**. Contractors must enter all information directly on **Table 12**. Contractors must enter the value from the "Line Total" column in each corresponding line of the Sourcing Event. A bid must be entered for every line that has an "x" in Table 12 in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Contractors must enter a price for each line item. Supplier must enter a value of "0" if there is no charge for the item. Cells left blank or cells containing "n/a" to indicate not available will be interpreted as "no offer" and will be cause for rejection of the bid response. The entire ITB/RFQ Bid Form must be completed in its entirety, signed by the Contractor's personnel with the authority to

obligate the Contractor and attached to the sourcing event with bid response.

B. Georgia Security and Immigration Compliance Act Affidavit

In addition to initial contract award, the Contractor's continued compliance with the Georgia Security and Immigration Compliance Act will be a factor in the Department's decision to award any bids or multi-year agreements. The Georgia Security and Immigration and Compliance Act (O.C.G.A.) 13-10-91 et seq. requires Contractors to file an affidavit that the Contractor and its subcontractors have registered and participate in a federal work authorization program intended to ensure that only lawful citizens or lawful immigrants are employed by the Contractor or subcontractor. The Department is required to obtain such signed and notarized affidavits from Contractor prior to entering into any public works contract involving the Contractor's physical performance of services within the state of Georgia. A Contractor must attach to the sourcing event the affidavit at the time of bid response to be eligible for bid award.

Registration and participation in the federal work authorization program also extends to the supplier's subcontractors. Therefore, to the extent the supplier's response to the bid also identifies subcontractors; the Contractor's response must also include signed and notarized affidavits from each of the identified subcontractors. If subcontractors are not identified until after contract award the Contractor is required to identify the subcontractors to the state entity no later than five business days from the date the supplier enters into the agreement with the subcontractor but prior to any work being performed by the subcontractor. In addition to notifying the Department of the subcontractor(s), the supplier must also submit a signed and notarized affidavit from the subcontractor(s). Contractors should note the Contractor must obtain the Department's approval prior to introducing new subcontractors.

Table 13.3 –Mandatory Response on Bidder Post Bid Submission

The intended awardee will be notified via e-mail with the Department's intent to accept the Contractor's bid. Within **ten (10) calendar days** of the email, the intended awardee must submit hard copies of the documents listed below to the Issuing Officer referenced in Table 1, with original signatures and applicable required notary seals. The final award is contingent on post bid submittals being received within 10 calendar days sufficiently meeting the Department's needs.

1. **Invitation to Bid (ITB)/Request for Quotes (RFQ) Bid Form:** Original Hard copies of the ITB/RFQ Bid Form with original signatures and notary seals.

2. **Current Licenses:** **INSTRUCTIONS: List all service specific licenses that are required per the RFQC. DELETE this note after the licenses have been provided and/or if not applicable.**

3. **Work Plan:** **INSTRUCTIONS: Check the needed plan below. Enter details for the required work plan below. DELETE THIS NOTE once work plan details are entered.**

The awarded Contractor is required to provide a detailed description/list of the following that the contractor plans to use for the Concrete and Portland Cement Concrete (PCC) Pavement Rehabilitation Services in this District. The description/list will be evaluated to ensure the plan is sufficient for the requested work based solely on the Department's experience and historical data for similar work or projects.

- Traffic Control Plan -
- Work Plan - Provide detailed work plan for accomplishing scope of services listed on this ITB. This shall include timelines. The Contractor's must comply with the work schedule detailed in **Table 9 – Agreement Duration.**
- Equipment - Provide a detailed list of equipment to be utilized for accomplishing scope of services listed on this ITB.
- Personnel - Provide a detailed list of personnel and titles to be utilized for accomplishing scope of services listed on this ITB.

4. **Required Insurance Coverage and Certificates of Insurance:**
The Contractor shall, prior to the issuance of the PO/NTP, procure and maintain the insurance coverage listed in subsection ARTICLE #110.B, of the Maintenance Master Services Agreement which shall protect the Contractor and GDOT (as an additional insured) from any claims for bodily injury, property damage, or personal injury throughout the duration of the work, at the Contractor's own expense. The Contractor will not be permitted to commence any work prior to the Department acceptance of insurance coverage. Failure to retain insurance for the term of the performance of the Services will result in a cease of work and may be grounds for termination.

Table 14 – Statement of Agreement

A. The Contractor agrees that:

1. It has not submitted substitutions or alternate bids and if so done the bid will be considered non-responsive and will not be considered for award.
2. It will be paid in monthly installments in accordance with the units of measure utilized.
3. This bid may not be revoked or withdrawn after the bid closes and will remain open for acceptance for a period of 180 days following such time.
4. It will provide services at the above stated price at the time stated herein and to furnish to GDOT all required documents required herein.

B. The foregoing statement of qualifications is submitted under oath.

1. Under oath I certify that I am a principal or other representative of the firm of **Enter Contractor's Legal Name** and that I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibilities for the foregoing subject matter and such I am personally knowledgeable of all of its pertinent matters. We certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/proposal for the same services, materials, labor, supplies, or equipment and is in all respects made without collusion or fraud. We understand collusive bidding is a violation of state and federal law and may result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of the bid/proposal. We certify that no person associated with our firm is an employee of, or affiliated with, GDOT or holds any statewide elective or appointed office. We further certify that no person who holds any statewide elective or appointed office or who is affiliated with GDOT has been paid or promised by the firm any compensation in connection with this procurement by GDOT.
2. Information given in response to the RFQ/ITB is complete and truthful.
3. I further certify that the Contractor and any principal employee of the Contractor has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or subjected to disciplinary proceedings.
4. I further certify that the Contractor has not been suspended or debarred from contracting with any federal, state or local government agency, and that the Contractor is not now under consideration for suspension or debarment from any such agency.
5. I further certify that the Contractor has not in the immediately preceding five (5) years been defaulted in any federal, state or local government contract and further, that the proposer is not now under any notice of intent to default on any such contract.
6. I acknowledge, agree and authorize, and certify that the Contractor acknowledges, agrees and authorizes, that GDOT may, by means it deems appropriate, determine the accuracy and truth of the information provided by the Contractor and that GDOT may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.
7. I acknowledge that a material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia or the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.
8. Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

C. The Contractor understands and agrees that:

1. This ITB/RFQ is being sourced through an electronic sourcing tool approved by the Department of Administrative Services and all Contractors' responses must be submitted electronically in accordance with the instructions contained in **Section 2 "Instructions to Contractors"** of the **General Information and Instructions** attached and included with the ITB. Submission of the attachments listed above constitutes the Contractor's entire bid response for this ITB/RFQ. The intended awardee will be notified by e-mail and must submit the hard copy of the bid response, with original signatures and required seals, along with any other requested documents to the Department's contact referenced in **Table 1** no later than 10 Calendar days after notification. Upon receipt of the winning Contractor's original bid package, the Department will issue a Notice of Award via a Purchase Order which will authorize the Contractor to begin work within the terms and conditions as set forth herein.

2. With submission of a bid, the Contractor agrees that he/she has carefully examined the ITB/RFQ and all associated document, and the Contractor agrees that it is the Contractor's responsibility to request clarification on any issues in any section of the ITB/RFQ bid form, attachments or appendixes with which the Contractor disagrees or needs clarified. The Contractor also understands that failure to mention these items in the bid will be interpreted to mean that the Contractor is in full agreement with the terms, conditions, specifications and requirements therein.
3. With submission of a bid, the Contractor hereby certifies: (a) that the bid is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that the Contractor has not directly or indirectly included or solicited any other Contractor to put in a false or insincere proposal; (c) that Contractor has not solicited or induced any person, firm, or corporation to refrain from submitting a bid.

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Table 15 - Signatures

GEORGIA DEPARTMENT OF TRANSPORTATION	Enter Contractor's Legal Name
_____ GDOT Signature	_____ Contractor's Signature (Principal of Company)
_____ Typed or Printed Name Above	_____ Typed or Printed Name Above
_____ Typed or Printed Title Above	_____ Typed or Printed Title Above
ATTEST (only required if over \$1.5 Million):	Sworn to and subscribed before me this _____ day of _____, 20____
_____ Treasurer	_____ Notary Public
	My Commission Expires _____

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Exhibit 1 General Information and Instructions

A. General Information

1. ITB/RFQ Released

The release of the ITB/RFQ is formally communicated through the posting of this ITB/RFQ as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

This ITB/RFQ is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a supplier to logon and save a response over time until the supplier is ready to submit the completed response. Each supplier interested in competing to win a project must complete and submit a response to this ITB/RFQ using Team Georgia Marketplace™. Therefore, each supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™: <http://doas.ga.gov/Training/Pages/SupplierTraining.aspx>

2. Restriction of Communication

From the advertisement date of this invitation until an award decision is sent, Contractors are not allowed to communicate for any reason with any staff of GDOT, including the Commissioner, GDOT Board Members, and Legislators, except through the contact identified in Table 1 - General Information of the ITB/RFQ form. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, text messages, social media, or in-person meetings, such as lunch, entertainment, or otherwise. For violation of this provision, GDOT reserves the right to reject the submittal of the offending Contractor.

3. Federal-Aid Highway Program

It should be noted that Federal-Aid Highway Program funds may be used to fund this contract as the procurement process considers more than just low-bid (via the prequalification process), there are no detailed plans and/or specifications which are typically associated with construction jobs, and there are numerous other Federal requirements which have not been included in order to streamline the procurement process as well as the delivery of work.

4. Submittal Cost and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Department is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Department. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

5. Submittal of Questions and Requests for Clarification and Extensions

All questions concerning this ITB/RFQ must be submitted in writing via email to the Issuing Officer identified in Table 1 - General Information. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the Department may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this ITB/RFQ must be submitted in the following format:

Subject of E-mail: Tree Cutting, Pruning and Removal Services – Event # 48400-DOT0000XXX

In E-Mail include:

Company Name

Question #1, Citation of relevant section of the ITB/RFQ

Question #2, Citation of relevant section of the ITB/RFQ

B. Submittal Instructions

Submittal Instructions for Team Georgia Marketplace™

Listed below are key action items related to this ITB/RFQ. The Schedule of ITB/RFQ Events in Table 2 identifies the dates and time for these key action items. This portion of the ITB/RFQ provides high-level instructions regarding the process for reviewing the ITB/RFQ, preparing a response to the ITB/RFQ and submitting a response to the ITB/RFQ.

1. Preparing a response

As noted earlier, Team Georgia Marketplace™ allows the Contractor to answer questions by entering text and numeric responses. In addition, as noted in **Section 2** “Uploading Forms” the Contractor may also provide information by uploading electronic files. When preparing a response, the Contractor must consider the following instructions:

- a. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached” (or similar statements) in the worksheet to reference separate documents.
- b. Proofread your response and make sure it is accurate and read understandable.
- c. Label any and all uploaded files with the corresponding section numbers of the ITB/RFQ or any other logical name so that the Department can easily organize and navigate the Contractor’s response.
- d. Use caution in creating electronic files to be uploaded. If the Department is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor’s response may be considered incomplete and disqualified from further consideration.
- e. Use commonly accessible software programs to create electronic files. The Department has the capability of opening documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the ITB/RFQ specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and file format. In the event the Department is unable to open an electronic file because the Department does not have ready access to the software utilized by the Contractor, the Contractor’s response may be considered incomplete and disqualified from further consideration.
- f. Continue to save your response until the response is ready to be submitted. Select the “Save for Later” button at the top of the page under “Event Details” of the Sourcing Event.

2. Uploading Forms

Once the Contractor is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions below to upload these documents in the proper location. All uploaded documents file names (attachments) must not be more than 55 characters per file. There are three places to upload completed documents:

- a. First, the “View/Add General Comments & Attachments” link contains a place for the Contractor to upload all of the documents and worksheets which were provided by the Department under the “View Event Attachments” link. Once the Contractor has completed the Event Attachments, the Contractor can then select “Add New Attachments” to upload the completed documents. The Contractor can upload as many documents as necessary in this section of the Event.
- b. Second, the Contractor can also upload documents in response to each question or bid factor which appears on the main page of the Event, which appears below the “View/Add General Comments & Attachments” link of the Event. To the right of each question or bid factor, the Contractor can select the “Add Comments or Attachments” link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting “Add Comments or Attachments”, the Contractor should select “Upload” under the “Add New Attachments” section to browse and upload an electronic file.
- c. Third, the Contractor can also upload documents in the bottom portion of the Event where pricing is requested. After selecting the comment bubble icon, the Event allows the Contractor to select “Upload” in order to include an attachment as part of the Contractor’s response. In the alternative, the Contractor can also select the link “Bid”, which also appears to the right of any line items provided in the “Enter Line Bid

Responses” portion of the Event. After selecting the “Bid” link, the Contractor can select “View/Add Question Comments and Attachments” to upload a document.

3. Reviewing the Response Prior to Submission

Each Contractor is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission, please review the following checklist:

- a. Please review and confirm that the Contractor has answered all questions appropriately. Many questions require a “yes” or “no” response. Please ensure that the correct response has been selected.
- b. Please review and confirm that the most competitive response has been provided.
- c. Please confirm that all necessary files have been uploaded.
- d. Please select the “Validate Entries” button under “Event Details” at the top portion of the Event. While the “Validate Entries” feature cannot verify whether the Contractor has attached files, attached the correct files, or entered the correct responses, the “Validate Entries” feature will alert the Contractor if one or more questions in the “Event Questions” section of the Event have not been answered. The “Validate Entries” feature is a useful tool; however, it is not a substitute for careful preparation and review by the Contractor. The Department will not consider the Contractor’s use of the “Validate Entries” feature as an excuse for an error committed by the Contractor in the preparation of its response.

4. Submitting the Complete Response

Once the complete response has been reviewed by the Contractor, click the “Submit Bid” button at the top of the page under the “Event Details” section of the Event. Any information entered by the Contractor on Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released. Responses submitted after the deadline will not be considered for award. Only after a Contractor selects the “Submit Bid” button will the response to the ITB/RFQ be sent electronically, time stamping the Contractor’s response and sending a confirmation email to the Contractor’s email address. Please note that submission is not instantaneous; therefore, each Contractor must **allow ample time for its response to be submitted prior to the deadline.**

5. Review, Revising or Canceling a Submitted Response

After the response has been submitted, the Contractor may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the ITB/RFQ event number and the “View/Edit” feature for the Contractor’s previous response. Please take note of the following:

- a. **REVIEW ONLY.** In the event the Contractor only wishes to view a submitted response, the Contractor may select “View/Edit”. Once the Contractor has finished viewing the response, the Contractor may simply exit the screen. **DO NOT SELECT “Save for Later.”** Team Georgia Marketplace™ recognizes any response placed in the “Save for Later” status as a work in progress and withdraws the originally submitted bid. As a result, unless the Contractor selects “Submit” prior to the closing date and time, no response will be transmitted to the Department.
- b. **REVIEW AND REVISE.** In the event the Contractor desires to revise a previously submitted response, the Contractor may select “View/Edit” and then revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress by selecting “Save for Later.” Once revisions are complete, the Contractor **MUST** select “Submit” to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Contractor temporarily losing a connection to the Internet.
- c. **AS EACH CONTRACTOR IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE ITB/RFQ END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY THE DEPARTMENT, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS.** The State will assume no responsibility for a Contractor’s inability to correct errors or otherwise make revisions to the submitted response or the Contractor’s inability to resubmit a response prior to the ITB/RFQ end date and time.
- d. **WITHDRAW/CANCEL.** In the event the Contractor desires to revise a previously submitted response, the Contractor may select “View/Edit” and then select “Save for Later”. Team Georgia Marketplace™

recognizes any response placed in the "Save for Later" status as a work in progress and *withdraws the originally submitted bid*. As a result, unless the Contractor selects "Submit" prior to the closing date and time, no response will be transmitted to the Department. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

6. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace, including assistance with finding, opening and uploading documents, Contractors have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM EST excluding State Holidays or any other day state offices are closed such as further days or closures in response to inclement weather. Contractors can also email questions to: ProcurementHelp@doas.ga.gov

The Department reserves the right to procure or reject such items as the Department deems necessary.

C. Cost/Pricing

1. General Pricing Rules

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

- a. The supplier shall provide all costs of performing pursuant to the resulting award; and
- b. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFQ, will be treated as non-responsive and may not be considered for award; and
- c. The supplier is required to provide net prices. In the event there is discrepancy between a supplier's unit price and extended price, the unit price shall govern;
- d. **In the event there is a discrepancy between (1) the supplier's pricing as quoted on an uploaded, detailed bid form (Table 12) and (2) the supplier's pricing as quoted by the supplier in one or more single line entries directly into the Sourcing Event screen, the former shall govern;** and
- e. The prices quoted on the ITB/RFQ form shall be firm throughout the term of the resulting award, unless otherwise noted in the ITB/RFQ or contract; and
- f. Any cash discount offered to the Department must be clearly identified in the supplier's response. In the event the State Entity is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
- g. Unless otherwise specified in any terms and conditions attached to the ITB/RFQ, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
- h. Unless expressly permitted by the ITB/RFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must "strike through" any such provisions in printed forms and initial such revisions prior to submitting a response to the State Entity; and
- i. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the ITB/RFQ; and
- j. Unless permitted by the ITB/RFQ, responses requiring payment from the State Entity in less than thirty (30) days will be considered non-responsive; and
- k. The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.

2. Cost Structure and Additional Instructions

The State Entity's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each supplier's cost be structured as directed in the ITB/RFQ. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the ITB/RFQ instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's response.

3. Price Matching

A price matching option will be available for Georgia Resident, Small Businesses, and Georgia Resident Small Businesses Contractors must indicate its status as a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses as requested in the solicitation based on the following criteria:

- a. Georgia Resident Businesses - Georgia resident business refers to any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and regularly maintains a place from which business is physically conducted in Georgia, provided however, that a place from which business is conducted shall not include a post office box, private mailbox, site trailer, or temporary structure(O.C.G.A) Section 50-5-121, 50-5-122.
- b. Small Businesses: Small business refers to a business which is independently owned and operated with either fewer than 300 employees or less than \$30 million in gross receipts per year (O.C.G.A) Section 50-5-121, 50-5-122. and/or,
- c. Georgia Resident Small Businesses: Georgia Resident Small Business refers to any business that meets both criteria of Small Business and a resident business as defined above.

The ability to price match will only be granted to responsive and responsible bidders that are within 5% up to \$10,000 of the lowest responsive and responsible bid. The indication by the supplier that the supplier will price match does not constitute a commitment to further negotiation of pricing. In the event both the lowest bidder and the next lowest bidder qualify as a Georgia Resident, Small Businesses, and Georgia Resident Small Business, the price match option will be void.

D. Selection Information

1. Selection Process

Once the deadline for bids has passed, all bids will be opened and reviewed to determine all mandatory requirements have been addressed correctly. All bids which are identified as correctly addressing all mandatory requirements will be reviewed to and the total amount of the bid will be evaluated. The award will be made to the bid deemed to be the lowest responsive and responsible bid.

The winning Contractor will be notified in writing via email and will be given ten (10) Calendar days to provide the required documents referenced in section D-2, Post Bid Close Submittals. If the Contractor does not provide the required document by the deadline, the Contractor may be deemed "non-responsive" and may no longer be considered for award. At that point, the next lowest bidder will be notified via e-mail of the Department's intent to accept the next lowest bidder's bid.

2. Unbalanced Bid

- a. An unbalanced bid is defined as either mathematically unbalanced or materially unbalanced. A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question. A bid is materially unbalanced if there is a reasonable doubt that award to the bidder that submitted a mathematically unbalanced bid will result in the lowest ultimate cost to the Government.
- b. All bids are subject to review for prices that are either in excess of or below the reasonable cost as compared to the Department's estimate and historical prices kept for related services by the Department. The submittal of an unbalanced bid may result in the rejection of the Contractor's bid. If the low bid proposal is determined to be materially unbalanced to the potential detriment of the Department, it will be considered irregular and will be rejected as nonresponsive.
- c. Once the Department receives the required Post Bid Close submittals, a Purchase Order will be issued which will serve as the Notice to Proceed.

3. Award

Lowest, Responsive and Responsible: Any award(s) resulting from this ITB/RFQ will be made to the lowest, responsive and responsible Contractor meeting all specifications. The Department reserves the right to select one or more suppliers for award and to award all items to one or more suppliers, individual line items to one or more suppliers, or subcategories of products/services to one or more suppliers when to do so is in the best interests of the State of Georgia.

4. Award Conditions

This ITB/RFQ and any bid submitted in response, regardless of whether the bid is determined to be the lowest cost, is not binding upon the Department and does not obligate the Department to procure or contract for any services. Neither the Department nor any party submitting a bid is bound by the bid unless and until the bid is mutually accepted by both parties. The Department will issue a Notice of Award announcing the Department's selection. The Department will issue a Purchase Order to the awarded Contractor which will represent Department's acceptance of the Contractor's bid.

The Department reserves the right to waive non-compliance with any requirements of this ITB/RFQ and to reject any or all bids submitted in responses. Upon review of all responses, the Department will determine the party(s) and bids that in the sole judgment of the Department are in the best interest of the Department (if any is so determined), with respect to the evaluation criteria stated herein.

TEMPLATE

Exhibit 2 Exclusions from General Provisions

- 102.01 Prequalification of Bidders
- 102.03 Contents of Proposal Forms
- 102.06 Preparation of Proposal
- 102.08 Proposal Guaranty
- 102.09 Delivery of Proposals
- 102.10 Withdrawal or Revision of Proposal
- 102.11 Public Bid
- 102.15 Submittal of Georgia Security and Immigration Compliance Act Affidavit
- 102.16 Submittal of Request for Liability
- 102.17 Submittal of Certificate of Current Capacity and Status of Contracts on Hand
- 102.18 Submittal of Construction Contractors Bid Opportunity List
- Section 103 Award and Execution of Contract (Entire Section)
- 104.03 Alteration of Plans or Character of Work
- 104.05 Maintenance During Construction
- 104.08 Value Engineering Proposals
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Plans and Specifications
- 105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- 105.13 Claims for adjustments and Disputes
- 105.16 Final Inspection and Acceptance
- 106.03.A Testing and acceptance tests
- 106.10 Local Material Sources
- 106.11 Field Laboratory
- 106.13 Out of State Materials Payment
- 107.16 Opening Sections of Project to Traffic
- 107.17 Contractors Responsibility for the Work
- 107.18 Acquisition of Right-of-Way
- 107.22 Hazardous and/or Toxic Waste
- 107.23.C Borrow and Excess Material Pits
- 108.02 Notice to Proceed
- 108.07 Determination of Contract Time
- 109.05 Extra Work
- 109.06 Eliminated Items
- 109.07 Partial Payments
- 148 Pilot Vehicles (Entire Section)
- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

TEMPLATE

Exhibit 3
Project Scope of Work
ITB/RFQ #48400-DOT000XXX

A. Scope of work to be Performed

The Contractor will be required to perform prep work, removal, installation and cleanup for PCC Rehab & Repairs defined in this ITB. The majority of the work will occur on the Interstate and State Route s. The Contractor shall supply labor, equipment, tools, means of transportation, traffic control, and incidentals to perform work in accordance to specifications, and to ensure a safe work environment for employees and the traveling public within the time schedule specified.

1. Scope

Work under this RFQ/ITB consists of furnishing all labor, materials, tools, equipment, and means of transportation, and incidentals necessary to perform the service. Contractor must furnish equipment in good operating condition and operated by properly trained and licensed personnel. The Contractor must make a good faith effort to furnish the Department with fully operational equipment needed to perform PCC Rehab & Repair at such time, and at such location(s) as directed by the Engineer. Prior to start of work, Contractor must inspect equipment to ensure the equipment is fully operational for the performance of its intended purpose. The Contractor shall be responsible for any traffic control, licenses, and permits required to satisfy all applicable requirements herein.

2. Deliverables

Delivery of PCC Rehab & Repair shall be in accordance with the contract terms. The following deliverables are expected for work performed at the locations referenced in the Exhibit 4 - Locations, Descriptions and Estimated Quantities.

3. Quantity Acceptance

The services performed and products received shall be in accordance with GDOT specification guidelines and GDOT design criteria before the deliverables will be accepted.

4. Personnel and Sub-Contractors

4.1 Personnel

A. Supervisor

At all times, have on the work site as the Contractor's agent, a competent, English speaking Supervisor, thoroughly experienced in the type of work being performed. The Supervisor's main duties are to supervise the work crew. Supervisor may serve as a Worksite Traffic Control Supervisor (WTCS) if properly certified. The Contractor's Supervisor shall:

1. Have a working cell phone with them during duty hours;
2. Be available at the work site when the work is being performed under this Contract;
3. Act as the Contractor's authorized agent in all communications with the Department; and
4. Be responsible for inspecting and reporting the need for major or emergency work to the Engineer immediately.

B. Crew

Utilize the same crew(s) to perform the work in accordance with the requirements herein, whenever possible, so that the personnel can remain familiar with the Project.

1. Provide staff and staffing levels able to perform the work in accordance with the requirements herein.

2. Use personnel who are competent, experienced, and skilled in all aspects of PCC rehabilitation and spall repair. The personnel performing these services will be under the sole responsibility of the Contractor

4.2 Sub-Contractors

The Department expects the awarded contractor to be fully able to complete the Work as detailed in this Contract. The Department may, at its discretion, consider the use of subcontractors to accomplish the Work.

- A. If the Department approves the use of a subcontractor, the Contractor will be held wholly responsible for the actions, quality, and timeliness of all work performed by the subcontractor. The Department will communicate with the Contractor's Supervisor regarding all work.
- B. All requests to hire a subcontractor must be approved in writing. A minimum of ten (10) working days is needed to evaluate a request. The written request from the Contractor shall include the following:
- C. A justification for the need to hire a subcontractor;
 1. The name, address, and phone number of the proposed subcontracting company;
 2. The number of employees proposed;
 3. The locations of work and revised work schedule; and
 4. The revised work crew roster list.

D. Required documentation:

If a sub-contractor is utilized, the Contractor shall obtain and provide to the Department the notarized Georgia Security and Immigration Compliance Act Affidavit within five (5) business days of determination to utilize.

1. A notarized copy of the Georgia Security and Immigration Compliance Act Affidavit; and
2. The forms must be received from the Sub-contractor annually when the Prime's contract is renewed by the Department. These forms must be available to GDOT personnel on request.

5. Traffic Control

Table 6 has the option to select Section 150 for Traffic Control and/or you may provide additional traffic control requirements in this section. DELETE this note after traffic control requirements are decided.

Note: When there is an occurrence of conflicting requirements between Specifications and the MUTCD, the more stringent requirement shall control.

6. Utility Conflicts

If applicable to the services to be performed under this ITB, the Contractor shall be responsible for requesting and obtaining utility location marking in a manner that does not interfere with the deadlines established in **Table 8** of the ITB. Contractor shall comply with Georgia Law by ensuring buried utilities are properly marked. They may do so by contacting 811 via web site: www.georgia811.com or by submitting a request on-line or by telephone. Contractor shall perform no work until the site is marked, or that the Georgia811 organization indicates that there are no buried utilities at the location. Utility owners should be contacted a minimum of three (3) business days prior to the commencement of operations. Contractor may not commence work until utilities have been marked at the worksite(s).

The Contractor shall promptly notify the Department when the marking has been requested and when it has been accomplished. An email from the Contractor's supervisor to the Engineer, or his designee, shall be sufficient notification. Utility owners should be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.

Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.

Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of workers and the public.

7. Scheduling and Limitations

7.1 Scheduling

The Contractor shall schedule all work to ensure the least inconvenience and the utmost in safety to the traveling public, the Contractor's, and the Department's forces. The Contractor shall move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic. The Department shall have the authority to suspend or delay Work if weather conditions are such that the Work may be compromised or there is a threat to the safety of the traveling public.

The Department will require the work to be started, begun, and complete work within the timeframe identified in **Table 9**. The Contractor is required to schedule, with the Department, the start of any work related to this project 48 business hours in advance. The Contractor must also confirm the schedule with the Department of any changes to the schedule each morning work is to be performed. The sequence of work includes Department Inspections and any work required to correct deficiencies noted by the Department.

7.2 Limitations

Lane Closures

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to existing traffic pattern. The Contractor shall detail any required lane closures in the Traffic Control Plan, to be included in the work plan, for Engineer approval.

B. HOLIDAY LANE CLOSURE RESTRICTIONS

In addition, the Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including, but not limited to, the following:

1. New Year's Day, between the hours of 6:00 a.m. December 31st and 8:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 p.m. the following Tuesday.
2. Memorial Day, between the hours of noon on the Friday before and after 9:00 a.m. on the Tuesday after.
3. Independence Day, between the hours of noon the day before Independence Day and 8:00 a.m. the day after Independence Day. If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of noon the Thursday before Independence Day and 8:00 a.m. on the Tuesday after Independence Day.
4. Labor Day, between the hours of noon Friday and 9:00 a.m. Tuesday.
5. Thanksgiving Day, between the hours of noon Wednesday and 9:00 a.m. Monday.
6. Christmas, between the hours of noon Christmas Eve and 9 a.m. the day following the holiday.
7. Holidays and holiday weekends shall include New Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

8. The time of availability for the Work shall be the time the Contractor has all lane closures and traffic control in place for the Work based on the time restrictions listed above or as specified in the approved Traffic Control Plan.
9. The completion time for the Work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above, or in the approved Traffic Control Plan, and place traffic in the existing traffic pattern.
10. Failure to remove the lane closures within the time restrictions stated above, or within the restrictions specified in the approved Traffic Control Plan will result in the assessment of non-refundable deductions against the Contractor.

C. Conflict with Holidays/Special Events

Should the Contractor's proposed maintenance schedule conflict with a holiday or special event and, in the opinion of the Department, negatively impact traffic flow, the Department reserves the right to restrict maintenance operations by requiring the Contractor to begin work within forty-eight (48) hours prior to the scheduled maintenance activity. Additionally, the Department reserves the right to cancel or suspend activity when, in the sole opinion of the Department, there is the possibility of a hazard to the motoring public or maintenance personnel or the safety of the traffic work area established by the Contractor.

B. Special Terms and Conditions

1. Inspections and Non-Compliance

1.1 Inspections

The Department will perform inspections to:

- A. Ensure that required Traffic Control measures are taken to keep the traveling public, the Contractor and employees of GDOT safe.
- B. Ensure that the Contractor adheres to the contract requirements by inspecting during and after PCC Rehab & Repair operations.

Inspections should be during operations and after operations to assess quality and proper completion. The Department may record inspections by taking photos of Contractors with date/time stamp application. The photos will be used to document issues with application performance.

The Department will complete the GDOT Inspection/Compliance Form after inspecting the work in progress and completed work. Upon inspection, the Engineer will notify the Contractor the Department's acceptance or rejection of the Work. All deficiencies in the Work noted by the Engineer shall be corrected by the Contractor within twenty-four (24) hours after notification unless noted otherwise. The Contractor will be expected to sign the complete GDOT Inspection/Compliance Form.

1.2 Non Compliance

When the Department determines that the Contractor has failed to perform the Work to the terms of the Contract, the Contractor shall be deemed in Contract Non-Compliance.

- A. The Department may withhold all payments if non-compliance as described in section 101 occurs until non-compliant actions are corrected.
- B. Work deficiencies not identified during inspection referenced in above in section 1.01 will be reported to the Contractor by facsimile or electronic mail within seventy-two (72) hours.

2. Measurement and Non-Refundable Deductions

2.1 Measurements

The services covered under the scope of work of this ITB will be measured and accepted by the units in Table 12.

2.2 Non Refundable Deductions

- A.** If the Department determines that the Contractor has failed to comply with the Work required under the terms of the ITB, the Contractor may be deemed in non-Compliance and subject to non-payment(s), non-refundable deductions and/or termination. If the Contractor is deemed non-compliant, the Department may exercise the following:
1. Performance deficiencies will be reported to the Contractor, by facsimile, within seventy-two (72) hours of Non-Compliance identification(s). A written copy of the facsimile will be mailed to the Contractor.
 2. If the deficiencies in the Work shown below are not corrected within a twenty-four (24) hour time period to the satisfaction of the Engineer, non-refundable deductions may begin and may continue daily until the work is corrected to the satisfaction of the Engineer.
 3. Any non-refundable deductions will be deducted from the Contractor's invoice for payment.
- B.** The following are applicable non-refundable deductions:

Specification Non-compliance or Deficient Work	Amount
In the event that the Contractor fails to respond within fifteen (15) calendar days from the date of notification that Work is required, non-refundable deductions will be charged against the Contractor for each calendar day beyond the fifteen (15) calendar days.	\$1,000.00/calendar day
Failure to comply with Lane Closure Restrictions	\$2,500.00 per 15 minutes
Damage to State infrastructure	At Cost

3. Warranty

The contractor shall provide any available manufactures' warranty for all parts and assemblies furnished with this contract. Warranty must cover all replacement parts and labor.

4. Department's Right to Cancel or Suspend Work

The Department reserves the right to cancel or suspend repair or maintenance operations of the Contractor when, in its sole judgment, conditions warrant. The following are not all inclusive but are representative of conditions that may be in effect and may cause the Department to cancel or suspend Contractor maintenance repair activities and removal from road, all equipment, personnel, material etc. including the lane closures in effect. The Department will have the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the Department to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. The Department has the right to require the Contractor to remove any employee from the premises temporarily or permanently when in the Departments sole opinion the employee is not suitable. The Contractor will remove this employee immediately and replace as quickly as possible.

5. Construction Projects

The Department reserves the right at any time to Contract for and/or perform other or additional work on or near the Work covered by the Contract. If a road/parking lot/facility rehabilitation or improvement project is under construction or will be under construction where maintenance is scheduled, each contractor shall conduct the Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and save harmless the Department from any or all damage or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

The Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same Project. The Contractor shall join his work with that of the others in an accessible manner. The Contractor shall perform it in proper sequence to that of the others.

6. Damages

The Contractor must report any and all accidents or incidents that occur while performing service. All personal injury, vehicle and property damage accidents are to be verbally reported immediately by calling the District Engineer for the project by a letter report to the District Engineer, the Engineer inspecting the work, or his designee within 24 hours of the occurrence of any incident or accident. Contractor shall describe in full detail what occurred, a description of injury and damage, and shall provide the names of those individuals involved, vehicle numbers, and contact phone numbers.

In the event that any damage to state infrastructure occurs during progress of the work and is caused by work operations, the Contractor will be required to repair or replace the damaged item with a like item at the Contractor's expense. In the event that damage occurs during progress of the work and is caused by work operations and said damage has to be repaired or replaced utilizing Department property, supplies, or personnel, the cost of the repair or replacement shall be calculated and deducted from the Contractor's payment.

7. Bid Substitutions, Alternates, Exceptions, and Extensions

No substitutions or alternates will be accepted for this bid. Any Contractors submitting substitutions or alternates will be considered non-responsive and will not be considered for award.

Exhibit 4
Locations, Description and Estimated Quantities
ITB/RFQ # 48400-DOT000xxx

INSTRUCTIONS: ENTER LOCATION, DESCRIPTION, AND ESTIMATED QUANTITIES referenced in table 3 here. **Note:**
The Project Scope of Services information above is generic. Before advertising the ITB, review and edit the Project
Scope of Services information to ensure it is compatible with the project specific information inserted into Tables 3 through
13.3 and Appendix 1 **DELETE THESE INSTRUCTIONS AND NOTE AFTER ENTERING LOCATION, DESCRIPTION,
AND ESTIMATED QUANTITIES**

TEMPLATE

**Appendix 1
 GDOT INSPECTION/COMPLIANCE FORM**

Portland Cement Concrete (PCC) Pavement Rehabilitation, Spall Repair, Concrete Barrier Repair and Glare Screen Repair at various locations along the State of Georgia

Contractor's Name: _____ **ITB/RFQ #** _____

Inspection Location: _____ **Date:** _____ **District #:** _____

GDOT Inspector Name & Title: _____

Inspection During Applications	Compliant	Non-Compliant	Not-Applicable	Comments	Correction Date
Supervisor –on-site during work operations					
Adequate Staffing					
Equipment Mechanically worthy and/or appropriate					
Utilities properly marked					
WTCS Certification available on-site for inspection					
Traffic Control Properly done					
Final Inspection Quality Acceptance					
Patching Portland Cement Concrete Pavement (Spall Repair)					
Full Depth Slab Replacement					
Removal of Portland Cement Concrete Roadway Slab					
Repair Concrete Barrier					
Repair Concrete Glare Screen					

TEMPLATE



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	Click here to enter text.
Solicitation /Contract Name:	Click here to enter text.

CONTRACTOR AFFIDAVIT

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 on behalf of the Georgia Department of Transportation 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 and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

 Federal Work Authorization User Identification Number Date of Authorization
 (EEV/E-Verify Company Identification Number)

 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 _____, 201__

[NOTARY SEAL]

 Notary Public

My Commission Expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Sub-Contractor's (Your) Name	
Sub-Contractor's Address:	
Solicitation/Contract No.:	Click here to enter text.
Solicitation /Contract Name:	Click here to enter text.

SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 with _____ (name of Contractor) on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, and any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby certifies that its federal work authorization user identification number and date of authorization are as follows:

 Federal Work Authorization User Identification Number and Date of Authorization
 (EEV/E-Verify Company Identification Number)

 Name of Sub-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 _____, 201__

 Notary Public

[NOTARY SEAL]

My Commission Expires: _____

DEPARTMENT OF TRANSPORTATION
 FORM GDOT-SP402 ITB Bid Bond

BID BOND

PRINCIPAL (BIDDER)

SURETY

INVITATION TO BID:

COUNTY(IES)

AMOUNT OF BOND

\$1000.00

DATE BOND EXECUTED

KNOW ALL MEN BY THESE PRESENTS: That we, the Principal (Bidder) and Surety named above are bound and firmly bound unto the DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, hereinafter called the Oblige in the full and just amount of the amount stated above in lawful money of the United States of America, to be paid to the Oblige, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal named above is herewith submitting a Proposal for the County of _____ Oblige for the project identified by the project number(s) stated above and located in the county (ies) stated above.

UNLESS SPECIFICALLY MODIFIED BY A SPECIAL PROVISION, NOWHERE RECORDED, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal is awarded the contract for which the proposal is submitted, said Principal shall, pursuant to Paragraph #104 of the Maintenance Master Services Agreement, after contract award, within ten (10) days after the contract is awarded for the above noted Invitation to Bid have been mailed to the Principal execute said contract and shall give satisfactory contract bond on terms specified in the above noted Invitation to Bid (Oblige) to insure complete performance under the contract and the payment of all legal debts. Otherwise, the Bid Bond shall remain in full force and effect.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS:

ATTEST BY SECRETARY OR ASSISTANT SECRETARY (1)

CORPORATE PRINCIPAL (1)

(SEAL)

(SEAL)

(SEAL)

ATTEST BY SECRETARY OR ASSISTANT SECRETARY (2)

CORPORATE PRINCIPAL (2)

(SEAL)

(SEAL)

(SEAL)

WITNESS (1)

INDIVIDUAL OR PARTNERSHIP PRINCIPAL (1)

(SEAL)

WITNESS (1)

BY OWNER OR PARTNER (1)

(SEAL)

WITNESS (2)

INDIVIDUAL OR PARTNERSHIP PRINCIPAL (2)

(SEAL)

WITNESS (2)

BY OWNER OR PARTNER (2)

(SEAL)

NOTARY PUBLIC

SURETY

(SEAL)

BY AGENT OR ATTORNEY-IN-FACT

MY COMMISSION EXPIRES:

NOTE: Surety must be company acceptable as Surety on Federal Bonds. Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact shall be furnished. Affix Corporate Seals of Bidder (if a corporation) and Surety. Secretary or Assistant Secretary must attest signature of corporate officer.

DEPARTMENT OF TRANSPORTATION FORM GDOT-SP403 ITB Performance Bond		STATE OF GEORGIA Bond No.
PERFORMANCE BOND		
CONTRACTOR (BIDDER)		
SURETY COMPANY		
INVITATION TO BID:	COUNTY(IES)	
ORIGINAL CONTRACT AMOUNT (Must be Equal to the ITB Award Amount)	DATE BOND EXECUTED	

KNOW BY ALL PERSONS THESE PRESENTS, that we, the above-named Contractor as Principal and the above-named Surety, are duly authorized to to transact the business of suretyship in the State of Georgia, herein designated as Surety, are held and firmly bound both "jointly and severally" as well as "severally" only, unto the Department of Transportation as Obligee (hereinafter called the Owner) to the penal sum of 100% of the Original Contract Amount.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING CONTRACT IS SUCH, that the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract and shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force. It is mutually understood and agreed between the Principal, Surety and Owner that this bond is to be construed as being in compliance with and subject to the provisions of Section 13-10-1 et seq. of the Code of Georgia Annotated. The Surety's aggregate liability hereunder shall in no event exceed the penal sum set forth above.

No claim, suit or action shall be brought hereafter after the expiration of (1) year following the date of the completion of the contract and the acceptance of the work by the Owner. If this limitation shall be void, and if after the completion of the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation period by such law as may hereafter be enacted.

No right of action shall accrue on this bond to the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS THIS _____ DAY OF _____, 20__ :

SIGNATURE OF WITNESS FOR CONTRACTOR	SIGNATURE OF CONTRACTOR (SEAL)
-------------------------------------	---------------------------------------

PRINTED NAME OF WITNESS FOR CONTRACTOR	PRINTED NAME OF SIGNED
--	------------------------

SIGNATURE OF WITNESS FOR SURETY	SIGNATURE OF SURETY'S ATTORNEY-IN-FACT (SEAL)
---------------------------------	--

BY GEORGIA RESIDENT AGENT (IF APPLICABLE)	NAME AND ADDRESS OF ATTORNEY-IN-FACT (SEAL)
---	--

NAME AND ADDRESS OF GEORGIA RESIDENT AGENT (IF APPLICABLE)	NAME AND ADDRESS OF ATTORNEY-IN-FACT
--	--------------------------------------

NOTE: Surety must, at the time of issuance, be on the United States Treasury's listing of certified companies and have a Best Policyholders Rating of "A-" or better. Power of Attorney showing authority of Surety's Attorney-in-Fact shall be furnished. Affix Corporate Seals of Bidder (if a corporation) and Surety. Secretary or Assistant Secretary must attest signature of corporate officer.