



**Invitation to Bid (ITB) Bid Form  
 (Pre-Qualified Firms Only)**

**Purpose:**

Pavement Preservation and Maintenance Services – District

**ITB #:** 48400-DOT000xxxx

**Agreement #:** 48400-410-0000034480-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 32-1-3 (24) as provided for in O.C.G.A 32-2-61 (c) and (d) (1) (D).

Through this Invitation to Bid (ITB) 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 **Pavement Preservation and Maintenance Services**.

The awarded firm/respondent (identified by name in Table 14 below and hereinafter referred to as “Contractor”) to this ITB is subject to the terms and conditions of its MMSA with GDOT, which was awarded under a RFQC or prequalification process for **Pavement Preservation and Maintenance 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 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.

The use of Subcontractors will only be allowed as per the provisions in **Exhibit 3 - Project Scope of Work - Section A - Subsection 4.2 Subcontractors**.

<b>District/Contact for this ITB</b>	Issuing Officer: Enter Issuing Officer’s Name  District Maintenance Contract Manager	Issuing Officer E-Mail: Enter Issuing Officer’s E-mail  District Maintenance Contract Manager E-mail
<b>Vendor Contact Information</b>	Company Name:  Point of Contact:	Contact E-Mail:  Contact Phone #:

Table 2 - Schedule of ITB Events		
Department issues "Invitation to Bid"	Date As Published on the Georgia Procurement Registry ("GPR")	
Pre Bid Conference: Choose an item. <b>Attendance is:</b> Choose an item. Location: If yes, fill in complete address of conference	Click here to enter a date or DELETE and enter N/A.	<b>AM</b>
Deadline for Written Questions from Contractors	Click here to enter a date.	<b>2:00 PM</b>
Responses to Written Questions to Contractors	Click here to enter a date.	<b>5:00 PM</b>
Deadline for Bid Submittal	Date As Published on the Georgia Procurement Registry ("GPR")	
Notice of Award (NOA) (See Exhibit 1 Section D Subsection 5 of the General Information and Instructions) <b>Appendix 2</b>	Approximately 2 weeks after bid closing and only after the contract has been signed by both parties and executed. <b>(NOA is for the issuance of the contract only. This document does in no way give the Contractor notice to begin work.)</b>	
Prewrite Meeting <b>(Mandatory)</b>	Within 10 Working Days After the NOA is issued*	
Prewrite Meeting Document (PMD) (See Exhibit 1 Section D Subsection 5 of the General Information and Instructions) <b>Appendix 2</b>	Issued at the Mandatory Prewrite Meeting	
Issuance of Purchase Order / Notice to Proceed	72 hours after Prewrite Meeting	
The above Schedule of ITB Events represents the schedule that will be followed. All times indicated are Eastern time zone. The Department reserves the right to adjust the schedule as deemed necessary via Addendum to this ITB. *If the contractor cannot meet the schedule of 10 working days after the NOA for the Prewrite meeting, the Department reserved the right to move to the next lowest bidder		

Table 3 - Location and Short Description of Services to be Performed			
Item #	Location/County	Route	Description
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

The detailed scope of work is included in **Exhibit 3 - Project Scope of Work**. Exact locations, description and estimated quantities are included in **Exhibit 4 - Locations, description and estimated quantities**.

Table 4 - Deliverables	
<input checked="" type="checkbox"/>	See <b>Exhibit 3 - Project Scope of Work</b>
Table 5 - Quality Acceptance	
<input checked="" type="checkbox"/>	See <b>Exhibit 3 - Project Scope of Work</b>



**Table 6.1 - 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 1	Fine Aggregate Sources
<input type="checkbox"/>	QPL 2	Coarse Aggregate Sources
<input type="checkbox"/>	QPL 7	Bituminous Materials
<input type="checkbox"/>	QPL 26	Heat Stable Anti-Stripping
<input type="checkbox"/>	QPL 30	Fly Ash & Slag Suppliers
<input type="checkbox"/>	QPL 39	Asphalt Releasing Agents
<input type="checkbox"/>	QPL 41	Hydrated Lime
<input type="checkbox"/>	QPL 45	Hot Mix Asphalt Concrete Plant
<input type="checkbox"/>	QPL 65	Emulsified Latex
<input type="checkbox"/>	QPL 67	Non-Chlorinated Asphalt Extractants
<input type="checkbox"/>	QPL 77	Fiber Stabilizing Additives
<input type="checkbox"/>	QPL 92	Sources of Asphalt Joint and Crack Sealant Material (Type S)
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

**Table 7 - Applicable Construction Details and Standards**

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.

The Contractor may 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 already listed. DELETE THESE INSTRUCTIONS WHEN COMPLETE**

"X" All that Apply	Reference	Title
<input type="checkbox"/>	Construction Detail P-7	Pavement Edge Treatment Asphalt and Concrete Pavement
<input type="checkbox"/>	Construction Detail T-11A	Details of Pavement Marking Placement on Non-Limited Access Roadway
<input type="checkbox"/>	Construction Detail T-11B	Details of Pavement Marking Placement on Limited Access Roadway
<input type="checkbox"/>	Construction Detail T-15A	Details of Raised Pavement Marker Location Non-Limited Access Roadway
<input type="checkbox"/>	Construction Detail T-15B	Details of Raised Pavement Marker Location Limited Access Roadway
<input type="checkbox"/>	Construction Detail T-15C	Details of Raised Pavement Markers
<input type="checkbox"/>	Standard 9121	Tapers, Signs and Markings for Passing Lanes
<input type="checkbox"/>	Standard 9024	Railroad Grade Crossing – Railroad Signing and Marking at Crossing with RR Signals and/or Gates
<input type="checkbox"/>	Standard 9100	Traffic Control General Notes, Standard Legend and Miscellaneous Details
<input type="checkbox"/>	Standard 9102	Traffic Control Detail for Lane Closure on Two-Lane Highway
<input type="checkbox"/>	Standard 9106	Traffic Control Detail for Lane Closure on Six Lane Divided Highway
<input type="checkbox"/>	Standard 9107	Traffic Control Detail for Lane Closure on Multi-lane Undivided Highway
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

**Table 8 – Traffic Control**

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

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

**Table 9 – Agreement Duration**

<b>Work must begin no later than:</b>	<b>Days After Prewrite Meeting</b>
<b>Work must be completed no later than:</b>	<b>Days After Prewrite Meeting</b>
<p>In addition to the work schedule listed above, the following additional requirements shall be adhered to:</p> <ol style="list-style-type: none"> <li>1. The Department will require the awarded Contractor to begin and complete work within the timeframe above and meet all project milestones outlined in table 9.1 Project Milestones.</li> <li>2. The Prewrite Meeting Document with a detailed project milestone schedule including actual completion dates will be signed by both parties at the Prewrite Meeting.</li> <li>3. 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.</li> <li>4. The Contractor must also confirm the schedule or inform the Department of any changes to the schedule each morning work is to be performed.</li> <li>5. Completion of work includes Department inspections and any work required to correct deficiencies noted by the Department.</li> </ol>	

**Table 9.1 – Project Milestones**

This ITB contains project performance milestones as outlined in this table.

Work must begin no later than	Days after Prewrite Meeting
of project work shall be completed and inspected by the Department	Days after Prewrite Meeting
of project work shall be completed and inspected by the Department	Days after Prewrite Meeting
of project work shall be completed and inspected by the Department	Days after Prewrite Meeting
of project work shall be completed and inspected by the Department	Days after Prewrite Meeting
of project work shall be completed and inspected by the Department	Days after Prewrite Meeting
Project shall be completed, inspected and accepted by the Department	Days after Prewrite Meeting

**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 # 48400-410-0000034480-XXX for Pavement Preservation and Maintenance Services (including any amendments)
2. Invitation to Bid (ITB) 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 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 includes Tables 1 through 15 and Exhibits 1 through 4. Agreement includes Exhibits as listed below, which are hereto attached and incorporated herein by reference:

1. Invitation to Bid (ITB) 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 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 TO ISSUING OFFICER:** Two options are available for bidders to provide a bid response. Select 1 of the 2 options and delete these instructions and the remaining options.

All of the services which are available to the Qualified Maintenance Contractors for **Pavement Preservation and Maintenance Services** are listed below; however, the Department seeks a bid only for the services indicated with an "X".

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 bid prices:

<b>Option 1: Use this option if line item pricing for all line items are desired Remove this</b>		<b>Unit of Measure</b>	<b>Price per UOM</b>	<b>Estimated Quantity</b>	<b>Line Total (Price per UOM x Est. Qty)</b>
<input type="checkbox"/>	Crack Seals & Filling	Lane Mile	\$	(Enter QTY)	\$
<input type="checkbox"/>	Surface Treatments / Chip Seals / Strip Seal (Single / Multiple Courses)	Square Yard	\$	(Enter QTY)	\$
<input type="checkbox"/>	Fog Seal / Seal coats	Square Yard	\$	(Enter QTY)	\$
<input type="checkbox"/>	Scrub Seal	Square Yard	\$	(Enter QTY)	\$
<input type="checkbox"/>	Micro / Slurry Seal (Single / Multiple Course)	Square Yard	\$	(Enter QTY)	\$
<input type="checkbox"/>	Micro-Surfacing (Single / Multiple Course)	Square Yard	\$	(Enter QTY)	\$
<input type="checkbox"/>	Shoulder Paving / Widening	Ton	\$	(Enter QTY)	\$
<input type="checkbox"/>	Hot-Mix Spot Patching Overlays (Thin Lift)	Ton	\$	(Enter QTY)	\$
<input type="checkbox"/>	Hot-Mix Spot Mill & In-Lay	Ton	\$	(Enter QTY)	\$
<input type="checkbox"/>	Pothole Patching and Repair – Cold-Mix Asphalt Repair	Pound	\$	(Enter QTY)	\$
<input type="checkbox"/>	Temporary Edge Rut Repair	Ton	\$	(Enter QTY)	\$
<input type="checkbox"/>	Permanent Edge Rut Repair	Ton	\$	(Enter QTY)	\$
<input type="checkbox"/>	Spray Injection Patching / Mastic Patching	Pound	\$	(Enter QTY)	\$
<input type="checkbox"/>	Hot-mix Pavement Patching (Deep Base Patching)	Ton	\$	(Enter QTY)	\$
<input type="checkbox"/>	White-Topping (Full Depth / Thin / Ultra-Thin)	Square Yard	\$	(Enter QTY)	\$
<input type="checkbox"/>	Roto-Milling	Square Yard	\$	(Enter QTY)	\$
<input type="checkbox"/>	Traffic Control	Job	\$	(Enter QTY)	\$

**Bid Total**

\$

<b>Option 2: Use this option if scope is well defined and one price for the complete job is desired</b>	<b>Unit of Measure</b>	<b>Price per UOM</b>	<b>Estimated Quantity</b>	<b>Line Total (Price per UOM x Est. Qty)</b>
<b>Pavement Preservation and Maintenance Services per Exhibit 4</b>	Job	\$	1	\$

**Price Match:** A price match option is available for contractors that are a Georgia Resident, Small Businesses, or 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, or 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, Zip

**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, Zip

**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 suretyship 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-" or better. 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. AIA (The American Institute of Architects) forms for any type of bonds are NOT acceptable. All bonds must be returned using the bond forms found in Appendices 6, 7 and 8.

**Bid Bond or Proposal Guaranty**

Contractor must submit a bid bond or proposal guaranty for each bid submitted to the Department. Bid bonds or proposal guarantees 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. 32-2-68. Money orders are not acceptable.

**Performance and Payment Bond**

A Performance Bond and a Payment Bond each equal to 100% of the Award Price, must be provided by the successful Bidder.



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

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

**Invitation to Bid (ITB) 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 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.

The following document should be uploaded as a bid response in Team Georgia Marketplace prior to the deadline for bid submittals and must be submitted prior to entering into a contract with the Department:

**Georgia Security and Immigration Compliance Act Affidavit**

In addition to initial ITB 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 should 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 must follow the instructions outlined in **Exhibit 3 - Project Scope of Work - Section A - Subsection 4.2 Subcontractors**. Submitting this information with your bid package does in no way insure the approval of the subcontractor.

**Table 13.3 –Mandatory Response from Bidder:  
Post Bid Close Submittals**

The intended awardee will be notified via e-mail of 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 and sufficiently meeting the Department's needs.

**1. Invitation to Bid (ITB) Bid Form:** Original Hard copies of the complete, attached ITB Bid Form with original signatures and seals. (Failure to return the complete, attached ITB form within the specified time frame may be considered as non-responsive and can result in the rejection of the bid.)

**2. Current Licenses:**

List all service specific licenses that are required per the RFQC. DELETE this note after the licenses have been listed and/or if not applicable.

**3. Plans:** 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 Pavement Preservation 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.

Work Plan - Provide detailed work plan for accomplishing scope of services listed on this ITB. The Contractor's must comply with the work schedule detailed in **Table 9 – Agreement Duration** and must meet all milestones detailed in **Table 9.1 – Project milestones**.

Traffic Control Plan

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, 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.

**5. Performance and Payment Bonds:**

As required in **Table 13.1 Mandatory Response from Bidder: Bonds**

**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 accordance with Section III Compensation and Payment, Articles #301 through #303 of the MMSA. In the case where the ITB is a Lump Sum, the percentage of work completed for payment will be determined by the Department.
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 as 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 fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this 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 ITB is full, 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 been 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 further, 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 agency contract and further, that the proposer is not now under any notice of intent to default on any such contract. This includes any MMSA or ITB issued by GDOT.
6. I acknowledge, agree and authorize, and certify that the Contractor acknowledges, agrees and authorizes, that GDOT may, by means that either 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 of 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 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 B "Submittal Instructions"** of **Exhibit 1 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. The intended awardee will be notified by e-mail and must submit the hard copy of the complete, attached 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 follow the instructions contained in **Section D "Selection Information" Sub-Section 5 "Award Schedule" of Exhibit 1 General Information and Instructions.**
2. With submission of a bid, the Contractor agrees that he/she has carefully examined the ITB 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 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 this bid is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation.
  - b. That 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 sending a bid.

**D. Sexual Harassment Prevention Policy Compliance:**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If a Contractor is an individual who is regularly on State premises or who will regularly interact with State personell, Contractor certifies that:
  - a. Contractor has received, reviewed and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
2. If a contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personell, Contractor certifies that:
    - a. Contractor will ensure that such employees and subcontractors have received, reviewed and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>
    - b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
    - c. Upon request of the State of Georgia Department of Transportation, Contractor will provide documentationsubstantiating such employees and sub contractors' acknowledgement of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

**Table 15 - Signatures**

GEORGIA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
GDOT Signature

\_\_\_\_\_  
Typed or Printed Name Above

\_\_\_\_\_  
Typed or Printed Title Above

ATTEST (only required if over \$1.5 Million):

\_\_\_\_\_  
Treasurer

**Enter Contractor's Legal Name**

\_\_\_\_\_  
Contractor's Signature (Principal of Company)

\_\_\_\_\_  
Typed or Printed Name Above

\_\_\_\_\_  
Typed or Printed Title Above

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_

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

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

## **Exhibit 1**

### **General Information and Instructions**

#### **A. General Information**

##### **1. ITB Released**

The release of the ITB is formally communicated through the posting of this ITB 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](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

This ITB 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 build 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 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/state-purchasing/suppliers>  
Bids received outside of Team Georgia Marketplace™ either electronic or paper will not be accepted.

##### **2. Restriction of Communication**

From the advertisement date of this invitation until an award notice 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 form. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. For violation of this provision, GDOT reserves the right to reject the submittal of the offending Contractor.

##### **3. Federal-Aid Highway Program Funds**

It should be noted that no 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 the 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 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 must be submitted in the following format:

**Example:**

**Subject of E-mail:** Pavement Preservation and Maintenance Services – Event # 48400-DOT000XXXX

**In E-Mail include:**

Company Name

Question #1, Citation of relevant section of the ITB

Question #2, Citation of relevant section of the ITB

**B. Submittal Instructions**

**Submittal Instructions for Team Georgia Marketplace™**

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

**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 file” (or similar statements) in the worksheet to reference separate documents.
- b. Proofread your response and make sure it is accurate and readily understandable.
- c. Label any and all uploaded files using the corresponding section numbers of the ITB 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. The Department will not attempt to repair any such files.
- e. Use commonly accepted software programs to create electronic files. The Department has the capability of viewing 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 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/or 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 no 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 Completed Response/Bid

**Once the completed 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 into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to the Department and will not be considered for award. Only after a Contractor selects the “Submit Bid” button, will the response to the ITB 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 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 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 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 furlough days or closings in response to inclement weather. Contractors can also email questions to:

[ProcurementHelp@doas.ga.gov](mailto:ProcurementHelp@doas.ga.gov)

The Department reserves the right to approve or reject such requests 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 submitted pricing must include 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 ITB, 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 form shall be firm throughout the term of the resulting award, unless otherwise noted in the ITB; 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, 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, responses containing provisions for late or interest charges cannot be awarded an ITB. 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; and
- j. Unless permitted by the ITB, 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. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the ITB 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 Contractors that are a Georgia Resident, Small Businesses, or 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 which 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, a leased 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 Georgia 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 further negotiation of pricing. In the event both the lowest bidder and the next lowest bidder qualify as a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses, 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 **Table 13.3 – Mandatory Response From Bidder: 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.

## 3. Award

**Lowest, Responsive and Responsible:** Any award(s) resulting from this ITB 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 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 will be bound 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.

## 5. Award Schedule

This ITB will be awarded according to **Table 2 – Schedule of Events.**

- a. **Notice of Award (NOA):**  
The NOA document will be posted, including the Bid Tab, to the event after the ITB contract document has been signed and executed by both parties. The NOA is for the issuance of the contract only. This notice does in no way give the awarded Contractor notice to begin work.
- b. **Prewrite Meeting Document (PMD):**  
The PMD will be filled out and signed at the mandatory Prewrite meeting. All start dates, end dates and milestones shall be entered into this document and signed by the GDOT representative and a representative of the Contractor. This notice is the official start of the contract terms stated within the ITB document. Issuance of the PO and complete contract package will be within 72 hours after the completion of the Prewrite meeting.
- c. **Purchase Order/Notice to Proceed:**  
Issuance of the Purchase order/Notice to Proceed and complete contract package will be within 72 hours after the completion of the Prewrite meeting.

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

## Exhibit 2

### Exclusions from General Provisions of Standard Specifications

**Even if Section 101-149, General Provisions, is marked in Table 6, the following specifications do no apply**

102.01 Prequalification of Bidders  
102.03 Contents of Proposal Forms  
102.06 Preparation of Proposal  
102.09 Delivery of Proposals  
102.10 Withdrawal or Revision of Proposal  
102.11 Public Bid  
102.14 Landscape Projects  
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  
103 Award and Execution of Contract (Entire Section)  
104.03 Alteration of Plans or Character of Work  
104.04 Extra Work  
104.05 Maintenance During Construction  
104.06 Right in and Use of Materials Found on the Project  
104.07 Final Cleaning Up  
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  
105.14 Maintenance During Construction  
105.15 Failure to Maintain Roadway or Structures  
105.16 Final Inspection and Acceptance  
106.03.A Testing and acceptance Plans  
106.10 Local Material Sources  
106.11 Field Laboratory  
106.12 Inspection for Non-Domestic Materials  
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  
108.01 Subletting of Contract  
108.02 Notice to Proceed  
108.03 Prosecution and Progress  
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)  
Version 3 (1/15/2020)

## Exhibit 3 Project Scope of Work

### A. Scope of Work to be Performed

The Contractor will be required to perform prep work, removal, installation and cleanup for Pavement Preservation and Maintenance Services defined in this ITB. The majority of the work will occur on the Interstate and State Route system. 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 ITB consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform the services. Contractor must furnish equipment in good operating condition and operated by properly trained and qualified personnel. The Contractor must make a good faith effort to furnish the Department the fully operational equipment needed to perform Pavement Preservation and Maintenance Services 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 will also be responsible for any traffic control, licenses, and permits required to satisfy the duties required herein.

#### 2. **Deliverables**

Delivery of Pavement Preservation and Maintenance Services shall be in accordance with the contract terms. The following deliverables are expected for work performed at the locations referenced in Exhibit 4 - Locations, Descriptions and Estimated Quantities.

**INSTRUCTIONS:** Click here to note the the District's expecations for specific task the ITB is designed for from the Contractor. Describe mileage that will be covered; routes, estimated frequency, and the type of applications. Note any special requirements

#### 3. **Quality Acceptance**

General Provisions 101 through 150.

**INSTRUCTIONS:** Click here to enter an acceptance criteria for the services performed and products received before the project deliverables can be accepted. Acceptance criteria can include performance measures and regulatory compliance.

#### 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. Must be available at the work site when the work is being performed under this Contract, and as requested;
3. Act as the Contractor's authorized agent in all communications with the Department

4. Shall 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 Pavement Preservation and Maintenance Services. The personnel performing these services will be under the sole responsibility of the Contractor.

### **4.2 Subcontractors**

The Department expects the awarded contractor to be fully able to complete the Work as detailed in this ITB. The Department may consider the use of subcontractors to accomplish the work.

- A. All requests to utilize a subcontractor must be submitted in writing and include the following;
  1. **Appendix 4 Subcontractor Request Form**
  2. A notarized copy of **Appendix 5 Georgia Security and Immigration Compliance Act Affidavit (Subcontractor)**
- B. A minimum of ten (10) working days is needed to evaluate a request.
- C. 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.
- D. Determination of whether a subcontractor is approved is the sole decision of the Department.

### **5. Traffic Control Plan**

**For Section 150 for Traffic Control in Table 6, attach the special provision 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](http://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 stop the 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 awarded vendor to begin and complete work within the timeframe identified in **Table 9**. The Contractor may establish interim milestones for the project to assume timely completion of all work as identified in **Table 9.1**. 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.

### 7.2 Limitations

#### A. 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.

**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 notifying the Contractor 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 within the confines 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 Pavement Preservation and Maintenance Services.

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 ITB, the Contractor shall be deemed in ITB Non-Compliance.

- A. The Department may withhold all payments if non-compliance as described in section 1.1 occurs until non-compliant actions are corrected.
- B. Work deficiencies not identified during inspection referenced in above in section 1.1 will be reported to the Contractor by facsimile or electronic mail within seventy-two (72) hours.

## **2. Measurement**

### **2.1 Measurement**

The services covered under the scope of work of this ITB will be measured and accepted by the units in Table 12. Incidentals will be included in the established pay items or if lump sum (job) they will be included in the overall bid.

## **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 ITB and shall protect and save harmless the Department from any or all damages 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 acceptable manner and shall perform it in proper sequence to that of the others.

## **6. Damages**

The Contractor must report any and all incidents or accidents that occur while performing service. All personal injury, vehicle and property damage accidents are to be verbally reported immediately by calling the District Engineer followed by a written report to the District Engineer, the Engineer inspecting the work, or his designee, within two (2) business days of any incident or accident. Contractor shall describe in full detail what occurred, and the extent of injury and damage, and shall provide the names of those individuals involved along with their 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 must notify the Department immediately and 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**

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



**GDOT INSPECTION/COMPLIANCE FORM**

**Pavement Preservation and Maintenance Services at various locations throughout the State of Georgia**

**Contractor's Name:** \_\_\_\_\_ **ITB #** \_\_\_\_\_

**Inspection Location:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **District #:** \_\_\_\_\_

**GDOT Inspector Name & Title:** \_\_\_\_\_

Inspection During Applications	Compliant	Non-Compliant	Correction Due Date	Comments	Correction Complete 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					
<b>Completed Quality Acceptance</b>					
1. Crack Seals & Filling					
2. Surface Treatments/ Chip Seals/Strip Seal					
3. Fog Seal/Seal Coats					
4. Scrub Seal					
5. Micro/Slurry Seal (Single /Multiple Course)					
6. Micro-surfacing (Single /Multiple Course)					

7. Shoulder Paving/Widening					
8. Hot-Mix Spot Patching Overlays (Thin Lift)					
9. Hot-Mix Spot Mill & In-Lay					
10. Pothole Patching and Repair - Cold-Mix Asphalt Repair					
11. Temporary Edge Rut Repair					
12. Permanent Edge Rut Repair					
13. Spray Injection Patching / Mastic Patching					
14. Hot-Mix Pavement Patching (Deep Base Patching)					
15. White-Topping (Full Depth – Thin – Ultra Thin)					
16. Roto-Milling					





### Prework Meeting Document

1. This Prework Meeting held on [Click here to enter a date.](#) will serve as the official start for event (**Event Number**) (**Event Name**).
2. As per the signed contract, you must begin work no later than \_\_\_ days after the Prework Meeting which is [Click here to enter a date.](#) After work has started, there must be continuous measurable work being completed weekly until the job is complete.
3. As per the signed contract, you must have work completed no later than \_\_\_ days after the Prework Meeting which is [Click here to enter a date.](#)
4. Milestones:  
 Work completion milestones will be as stated in **Table 9.1 – Project Milestones** and be agreed upon by the Department and (**Awarded Vendor**) at this Prework Meeting and will be documented below.

Table 9.1 – Project Milestones			
This ITB contains project performance milestones as outlined in this table.			
Work must begin no later than			Days after Prework Meeting Date: <a href="#">Click here to enter a date.</a>
		of project work shall be completed and inspected by the Department	Days after Prework Meeting Date: <a href="#">Click here to enter a date.</a>
		of project work shall be completed and inspected by the Department	Days after Prework Meeting Date: <a href="#">Click here to enter a date.</a>
		of project work shall be completed and inspected by the Department	Days after Prework Meeting Date: <a href="#">Click here to enter a date.</a>
		of project work shall be completed and inspected by the Department	Days after Prework Meeting Date: <a href="#">Click here to enter a date.</a>
		of project work shall be completed and inspected by the Department	Days after Prework Meeting Date: <a href="#">Click here to enter a date.</a>
Project shall be completed, inspected and accepted by the Department			Days after Prework Meeting Date: <a href="#">Click here to enter a date.</a>

It will be the responsibility of the Department or their representative to monitor and document the progress of the Contractor's work according to the above milestones.

---

GDOT Authorized Signature

Contractor Authorized Signature









**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor's Name:	
Subcontractor's (Your) Name	
Subcontractor's Address:	
Solicitation/Contract No.:	<a href="#">Click here to enter text.</a>
Solicitation /Contract Name:	<a href="#">Click here to enter text.</a>

**SUBCONTRACTOR 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, 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 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 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 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 SEAL]

Notary Public  
 My Commission Expires: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
 FORM GDOT-SP402 ITB Bid Bond

STATE OF GEORGIA

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 held and firmly bound unto the DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, hereinafter called the Oblige in the full and just sum 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 to the Oblige for the work identified by the project number(s) stated above and located in the county (ies) stated above.

UNLESS SPECIFICALLY MODIFIED BY A SPECIAL PROVISION, NOW, THEREFORE, 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 forms for the above noted Invitation to Bid have been mailed to the Principal execute said contract and shall give satisfactory contract bond (on forms supplied by Oblige) which guarantees 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 ASST. SECRETARY (1)

(SEAL)

CORPORATE PRINCIPAL (1)

(SEAL)

ATTEST BY SECRETARY OR ASST. SECRETARY (2)

(SEAL)

CORPORATE PRINCIPAL (2)

(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

STATE OF GEORGIA

## PERFORMANCE BOND

Bond Number:

### CONTRACTOR:

Legal name and address

INVITATION TO BID:

COUNTY(IES):

### ORIGINAL CONTRACT

#### AMOUNT:

**Must be Equal to the ITB Award Amount**

#### Surety Company:

Legal name and address

KNOW BY ALL PERSONS THESE PRESENTS, that we, the above-named Contractor as principal (hereinafter called the "Principal"), and the above-named Surety Company duly authorized to transact the business of suretyship in the State of Georgia (hereinafter called the "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") in the penal sum of 100% of the Original Contract Amount.

WHEREAS, the Principal has entered into a certain written agreement with the Owner, the above-referenced Invitation to Bid (hereinafter the "Contract") to perform certain work described therein (hereinafter the "Project") and such Contract is incorporated herein by reference.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION ARE AS FOLLOWS:

1. If the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract and shall also 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; and if the Principal and the Surety shall indemnify and hold harmless the Owner from any and all losses, liability, damages, claims judgements, liens, costs, and fees of every description, arising from the Project or under the Contract, whether imposed by law or equity, which may be caused by the failure or default of the Principal in the performance of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.
2. In the event of the failure of performance of the Contract by the Principal, which shall include, but is not limited to, any breach or default of the Contract, the Surety, upon demand by the Owner, shall undertake and complete such required performance and cure any breach or default of the Contract. The Surety shall not assert any action or inaction of the Principal as justification for the Surety's failure to timely perform the obligations of this Bond.
3. The Surety agrees that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, or services furnished to or for the Project.
4. No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of the completion of the contract and the acceptance of the work by the Owner. If this limitation is made void by any law, controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.
6. This Performance Bond shall be governed by the laws of the State of Georgia and is furnished in accordance with O.C.G.A. §§ 13-10-40 and 32-2-70.

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

NAME OF CONTRACTOR

\_\_\_\_\_  
OF WITNESS FOR CONTRACTOR

By \_\_\_\_\_  
SIGNATURE OF CONTRACTOR  
(SEAL)\*

\_\_\_\_\_  
PRINTED NAME OF WITNESS FOR CONTRACTOR

\_\_\_\_\_  
PRINTED NAME OF SIGNEE FOR CONTRACTOR

NAME OF SURETY

\_\_\_\_\_  
SIGNATURE OF WITNESS FOR SURETY

By \_\_\_\_\_ (SEAL)  
SIGNATURE OF SURETY'S ATTORNEY-IN-FACT\*\*

\_\_\_\_\_  
PRINTED NAME OF WITNESS FOR SURETY

\_\_\_\_\_  
NAME AND ADDRESS OF ATTORNEY-IN-FACT

By \_\_\_\_\_  
SIGNATURE OF GEORGIA RESIDENT AGENT (IF APPLICABLE)

\_\_\_\_\_  
NAME AND ADDRESS OF GEORGIA RESIDENT AGENT (IF APPLICABLE)

DEPARTMENT OF TRANSPORTATION  
FORM GDOT-SP403

STATE OF GEORGIA

## PAYMENT BOND

Bond Number:

### CONTRACTOR:

Legal name and address

INVITATION TO BID:

COUNTY(IES):

### ORIGINAL CONTRACT

#### AMOUNT:

**Must be Equal to the ITB Award Amount**

#### Surety Company:

Legal name and address

KNOW BY ALL PERSONS THESE PRESENTS, that we, the above-named Contractor as principal (hereinafter called the "Principal"), and the above-named Surety Company duly authorized to transact the business of suretyship in the State of Georgia (hereinafter called the "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") in the penal sum of 100% of the Original Contract Amount.

WHEREAS, the Principal has entered into a certain written agreement with the Owner, the above-referenced Invitation to Bid (hereinafter the "Contract") to perform certain work described therein (hereinafter the "Project") and such Contract is incorporated herein by reference.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION ARE AS FOLLOWS:

1. If the Principal shall promptly pay in full every subcontractor and all persons supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project, then this obligation shall be void; otherwise it shall remain in full force and effect.
2. This Payment Bond is governed by the laws of the State of Georgia and is furnished in accordance with O.C.G.A. §§ 13-10-60 *et seq.* and 32-2-70.
3. Every subcontractor or person who has not been paid in full for supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person, or the material or machinery or equipment was furnished or supplied by such person for which claim is made, shall have the right to bring an action on this Payment Bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due such person, subject to the requirements of O.C.G.A. §§ 13-10-63.
4. The Contractor and Surety agree that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, or services furnished to or for the Project.

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

NAME OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF WITNESS FOR CONTRACTOR

By \_\_\_\_\_  
SIGNATURE OF CONTRACTOR  
(SEAL)\*

\_\_\_\_\_  
PRINTED NAME OF WITNESS FOR CONTRACTOR

\_\_\_\_\_  
PRINTED NAME OF SIGNEE FOR CONTRACTOR

NAME OF SURETY

\_\_\_\_\_  
SIGNATURE OF WITNESS FOR SURETY

By \_\_\_\_\_ (SEAL)  
SIGNATURE OF SURETY'S ATTORNEY-IN-FACT\*\*

\_\_\_\_\_  
PRINTED NAME OF WITNESS FOR SURETY

\_\_\_\_\_  
NAME AND ADDRESS OF ATTORNEY-IN-FACT

By \_\_\_\_\_  
SIGNATURE OF GEORGIA RESIDENT AGENT (IF APPLICABLE)

\_\_\_\_\_  
NAME AND ADDRESS OF GEORGIA RESIDENT AGENT (IF APPLICABLE)