

OFFER DOCUMENT #1 - COMPLETE PROPOSAL CHECKLIST

ATL Solicitation No. 24-014

The undersigned certifies that all of the Offer Documents listed below have been fully completed, properly signed, arranged in the proper order, and submitted with this proposal in response to ATL Solicitation No. 23-019.

- ☐ Offer Document #1 Complete Proposal Checklist
- ☐ Offer Document #2 Bid Letter
- ☐ Offer Document #3 Bid Certification
- ☐ Offer Document #4 Statement of Responsibility Certification
- ☐ Offer Document #5 Bid Form
- ☐ Offer Document #6 Acknowledgment of Addenda
- ☐ Offer Document #7 E-Verify Affidavit
- ☐ Offer Document #8 E-Verify Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
- ☐ Offer Document #9 Buy America Certification
- ☐ Offer Document #10 Certification Regarding Lobbying
- ☐ Offer Document #11 Certification of No Boycott of Israel
- ☐ Offer Document #12 Bid Bond
- ☐ Offer Document #13 Performance Bond
- ☐ Offer Document #14 Payment Bond
- ☐ Offer Document #15 Subcontractor and DBE Participation
- ☐ Offer Document #16 Sales and Use Tax Compliance
- ☐ Offer Document #17 Copy of a valid and active GDOT Certificate of Qualification for contractor
- ☐ Offer Document #18 Copy of valid and active GDOT Certificate of Current Capacity

OFFER DOCUMENT #1 - COMPLETE PROPOSAL CHECKLIST

ATL Solicitation No. 24-014

The undersigned certifies that all of the Offer Documents listed below have been fully completed, properly signed, arranged in the proper order, and submitted with this proposal in response to ATL Solicitation No. 24-014.

Company Name :

Authorized Representative Name:

Title:

Date:

Authorized Representative Signature:

(form locks after signing; clear signature to make changes)

OFFER DOCUMENT #1 - BIDDER INFORMATION FORM
ATL Solicitation No. 24-014

Contractor must provide all of the information requested below:

Legal Name

Mailing Address

Physical Address
(if different from above)

Phone # Fax #

Website Address

Authorized Representative Name

Title

Phone # Fax #

Email Address

Designated Contact Name

Title

Phone # Fax #

Email Address

Contractor is a (choose one):

☐ Corporation State of Incorporation

☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Contractor is a (choose all that apply):

☐ Minority-Owned Company ☐ Cert. Disadvantaged Business Enterprise (DBE)

☐ Female-Owned Company Certifying Agency

Contractor shall provide the following information for three project references for which Contractor has provided products and services of similar scope and cost in the last two years:

Reference #1

Name

Address

Contact Person

Phone # Fax #

Email Address

Total Contract Amount

Date of Contract Completion

Reference #2

Name

Address

Contact Person

Phone # Fax #

Email Address

Total Contract Amount

Date of Contract Completion

Reference #3

Name

Address

Contact Person

Phone # Fax #

Email Address

Total Contract Amount

Date of Contract Completion

The undersigned certifies that the information provided above is true and correct.

Authorized Representative Name

Title Date

Authorized Representative Signature _____

OFFER DOCUMENT #2 - BID LETTER
ATL Solicitation No. 24-014

We propose to furnish and deliver any and all of the equipment named in the attached Invitation to Bid (ITB) for which prices have been set. The price or prices offered herein shall apply for the periods of time stated in the ITB.

We further agree to strictly abide by all the terms and conditions contained in the ITB as well as the Procurement and Protest Policies of the Atlanta-region Transit Link Authority. Any exceptions to the requirements of the ITB, the terms and conditions of the proposed agreement shall be noted in writing, with detailed explanation, and included with this Bid. The Bidder acknowledges that taking exception may subject this Bid to rejection.

It is understood and agreed that this Bid constitutes an offer, which when accepted in writing by the Atlanta-region Transit Link Authority, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Atlanta-region Transit Link Authority.

It is understood and agreed that we have read ATL's specifications shown or referenced in the ITB and that this Bid is made in accordance with the provisions of such specifications. By our written signature on this Bid, we guarantee and certify that all items included in this Bid meet or exceed any and all such ATL specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

The prices offered herein shall be valid for a period of one hundred twenty (120) days from Bid Due Date.

Company Name

Authorized Representative's Name

Authorized Representative's Signature

Date

OFFER DOCUMENT #3 - BID CERTIFICATION
ATL Solicitation No. 24-014

Bidder must sign below and return with Bid Submission.

1. I certify that, if awarded a contract, the Bidder will deliver goods and services which will meet or exceed the specifications set forth in this ITB, the Bid and the terms of the final contract between the Bidder and ATL.
2. I certify on behalf of the Bidder that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Bid and certify that I am authorized to sign this Bid for the Bidder.
3. I certify that the Bidder has not violated and will not violate the provisions of the Official Code of Georgia Annotated, Section 45-10-20 *et. seq.*
4. I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this Bid for the Bidder.

Company Name

Authorized Representative's Name

Authorized Representative's Signature

Date

OFFER DOCUMENT #4-STATEMENT OF RESPONSIBILITY CERTIFICATION
ATL Solicitation No. 24-014

A Responsible bidder is one that ATL believes to be responsible based on responses provided on the Bidder's "Statement of Responsibility Certification Form" and/or based on Bidder's responses to the requirements of the solicitation document. Responsibility shall generally be presumed. In order for a Bidder to be deemed non-responsible, ATL must make an affirmative determination of non-responsibility. ATL reserves the right to conduct additional due diligence into any Bidder's responsibility status. Such due diligence may include investigations into one or more of the following areas:

1. Whether bidder has adequate financial resources to perform the contract, or the ability to obtain them. This includes, but is not limited to, the ability to obtain required bonds (if any) and insurance from sureties and insurance companies authorized to do business in Georgia.
2. Whether bidder is able to comply with the contract requirements, considering the firm's other business obligations.
3. Whether bidder is registered to do business in the State of Georgia and is listed as "ACTIVE/ COMPLIANCE" with the Office of the Georgia Secretary of State.
4. Whether bidder is not presently debarred or suspended from bidding by any Federal or State governmental entity;
5. Whether bidder has within a three year period preceding this bid (or proposal) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
6. Whether bidder is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above.
7. Whether bidder has had a contract terminated for default in the last 3 years.
8. Whether bidder is currently under investigation for any possible breach of contract, or fraud or allegations of criminal activity related to the types of Services requested within this solicitation document. (And if yes, the circumstances, nature and magnitude of such investigation shall be considered in any possible non-responsibility determination).
9. Whether bidder has a satisfactory performance record.
10. Whether bidder has a satisfactory record of integrity and business ethics.
11. Whether bidder has satisfactory organization, experience, accounting and operational controls, and managerial and technical skills.

Statement of Responsibility Certification

Instructions:

THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED AND SUBMITTED WITH YOUR BID/PROPOSAL.

Please complete this form, answering every question. **A "Yes" answer to any of the subparts of QUESTION NO. 3 requires a written explanation attached to the completed form, submitted on your company letterhead and signed by an authorized representative of the company. A "Yes" answer to any of the subparts of Question No. 3 will not necessarily result in denial of award, but will be considered in determining Offeror responsibility in the event SRTA undertakes an investigation into Bidder's responsibility status.** For any explanation, indicate to whom it applies; identify the initiating agency and the dates of action.

Bidders are responsible for updating any information submitted in their Statement of Responsibility Certification Form if a change occurs prior to the award of the contract.

Questions:

1. Does Bidder certify that it has, or has the ability to obtain, adequate financial resources to perform the Services and Deliverables identified in the Agreement? This includes, but is not limited to, the ability to obtain required bonds and insurance from sureties and insurance companies authorized to do business in Georgia.
☐ Yes ☐ No
2. Does Bidder certify that it is able to comply with all contractual requirements and fulfill all of its contractual obligations, considering Bidder's other business obligations?
☐ Yes ☐ No
3. Within the past three (3) years, has Bidder's company, or any principal of Bidder (e.g., any owner, partner, officer, or major stockholder with 10% or more shares) been the subject of any of the following:
 - (a) a judgment or conviction for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, labor, anti-trust, price-fixing, or bid collusion?
☐ Yes ☐ No
 - (b) a criminal investigation or indictment for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion (to the best of Offeror's knowledge*)?
☐ Yes ☐ No
 - (c) an unsatisfied judgment, injunction or lien obtained by a Georgia state government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Georgia state government agency?
☐ Yes ☐ No

- (d) an investigation for a civil violation by any local, state or federal agency (to the best of Bidder's knowledge*)?
☐ Yes ☐ No
- (e) a suspension, debarment or termination for cause from any local, state or federal government procurement process?
☐ Yes ☐ No
- (f) a suspension or termination for cause prior to the completion of the term of any local, state or federal government contract?
☐ Yes ☐ No
- (g) a denial of award for non-responsibility determination made by any local, state or federal government?
☐ Yes ☐ No
- (h) an agreement to a voluntary exclusion from bidding/contracting on any local, state or federal procurement?
☐ Yes ☐ No
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal procurement (to the best of Bidder's knowledge*)?
☐ Yes ☐ No
- (j) any bankruptcy proceeding?
☐ Yes ☐ No

The undersigned: (i) recognizes that this questionnaire is submitted for the express purpose of assisting the Atlanta-region Transit Link Authority (ATL) to make a determination regarding the eligibility for award of a contract, or to approve a subcontract; (ii) acknowledges that the ATL, the State of Georgia, its agencies and political subdivisions may, in their sole discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; (iii) acknowledges that submissions of false or misleading information may constitute fraud, may result in ineligibility for contract award, may be used as grounds for termination for default of any contract awarded in relation to this certification, may be considered by the ATL, the State of Georgia, its agencies and political subdivisions in making responsibility determinations in other procurements, and may subject the Bidder or its representatives to criminal liability; (iv) as the authorized representative of the Bidder, states that the information submitted on this certification form and any attached pages is true, accurate and complete.

The undersigned hereby attests that he/she is duly authorized by the Bidder to make the statements and representations contained herein and/or attached hereto, on behalf of such Bidder.

Legal Name of Bidder's Company

Company Street Address

City, State, Zip

Signature of Bidder's Authorized Representative

Title

State Of County of

Sworn to and subscribed before me on this: Date

Notary Public Signature Field

My Commission Date

Note: *As used herein, the term "to the best of Bidder's knowledge" shall refer to the current actual knowledge of Bidder and shall be construed, by imputation or otherwise, to refer to the knowledge of any agent, manager, representative or employee of Bidder but does not impose upon Bidder any duty of inquiry or investigation of the matter to which such actual knowledge, or the absence thereof, pertains. The fact that Bidder (or its principals) are under investigation will not necessarily result in a determination of non-responsibility; rather, ATL will determine if the information and circumstances regarding such investigation are of such a nature or magnitude as to cause the ATL to deem the bidder non-responsible in order to protect the interests of the ATL and/or the State.

OFFER DOCUMENT #6 - ACKNOWLEDGEMENT OF ADDENDA
ATL Solicitation No. 24-014

The undersigned acknowledges either receipt of the following addenda to Solicitation No. 24-014 or acknowledges that no addenda were issued:

Addendum No.	<input type="text"/>	Dated	<input type="text"/>
Addendum No.	<input type="text"/>	Dated	<input type="text"/>
Addendum No.	<input type="text"/>	Dated	<input type="text"/>
Addendum No.	<input type="text"/>	Dated	<input type="text"/>
Addendum No.	<input type="text"/>	Dated	<input type="text"/>
Addendum No.	<input type="text"/>	Dated	<input type="text"/>
Addendum No.	<input type="text"/>	Dated	<input type="text"/>
Addendum No.	<input type="text"/>	Dated	<input type="text"/>
Addendum No.	<input type="text"/>	Dated	<input type="text"/>
Addendum No.	<input type="text"/>	Dated	<input type="text"/>

OR

☐ No addenda were issued to ATL Solicitation No. 24-014.

Company Name

Authorized Representative Name

Title Date

Authorized Representative Signature
(form locked after signing; clear
signature to make changes)

OFFER DOCUMENT #7 - E-VERIFY AFFIDAVIT
ATL Solicitation No. 24-014

By executing this affidavit, the undersigned Proposer verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Atlanta-region Transit Link Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Proposer

Name of Project

Name of Public Employer

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

Executed on

2023

in

(city)

(state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF 2023.

NOTARY PUBLIC

My Commission Expires:

OFFER DOCUMENT #8 – Subcontractor Affidavit
ATL Solicitation #24-014

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of prime contractor) on behalf of ATL 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

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,
2023.

NOTARY PUBLIC

My Commission Expires:

OFFER DOCUMENT #9 - BUY AMERICA CERTIFICATION
ATL Solicitation No. 24-014

Certification requirement for procurement of steel, iron, or manufactured products.

Proposer should complete either the Certificate of Compliance or the Certificate of Non-Compliance, but not both.

Certificate of Compliance with 49 U.S.C. Part 661.

The bidder or offeror hereby certifies that it will comply with the requirements of
49 U.S.C. 5323(j)(1) and the regulations at 49 C.F.R. Part 661.

Company Name

Authorized Representative Name

Title

Date

Authorized Representative Signature
(form locked after signing; clear
signature to make changes)

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(B)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49
U.S.C. 5323(j)(1) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49
U.S.C. 5323(j)(2)(B), or 5323(j)(2)(D), and the regulations in 49 CFR 661.7.

Company Name

Authorized Representative Name

Title

Date

Authorized Representative Signature
(form locked after signing; clear
signature to make changes)

**OFFER DOCUMENT NO. 10 - CERTIFICATION REGARDING
LOBBYING ATL Solicitation No. 24-014**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Company Name

Authorized Representative Name

Title Date

Authorized Representative Signature
(form locked after signing; clear
signature to make changes)

OFFER DOCUMENT # 11-CERTIFICATION OF NO BOYCOTT OF ISRAEL
ATL Solicitation No. 24-014

Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of this Agreement.

Form requirements:

- This certification is required by O.C.G.A. § 50-5-85.
- This form is required to be attached to all Contracts (services), regardless of whether Contract requires the creation of a Purchase Order.

Pursuant to O.C.G.A. §50-5-85, the state shall not enter into a contract with a total value of \$1,000 or greater with an individual or company if the contract is related to construction or the provision of services, supplies, or information technology unless the contract includes a written certification that such individual or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

OFFER DOCUMENT #12-BID BOND FORM
ATL Solicitation No. 24-014

Note: The bid bond must be equal to 5% of the Bidder's bid.

KNOW ALL MEN BY THESE PRESENTS THAT:

Name of Contractor

Address of Contractor

a (Select one)

☐

Corporation

☐

Partnership

☐

Individual

hereinafter called Principal, and

Name of Surety

Address of Surety

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Atlanta-region Transit Link Authority

Name of Obligor: _____

245 Peachtree Center Avenue NE, Suite 2200 Atlanta, GA 30303

Address of Obligor: _____

Thereinafter referred to as Obligee: in the penal sum of _____
(\$ _____) in lawful money of the United States, for the payment of which sum will and truly
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Atlanta region Transit Link
Authority (ATL), a proposal for furnishing materials, labor, and equipment for Customer Service System
and Operations.

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified
Proposer's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the
Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in
accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and
manner required by the ATL, and execute a sufficient and satisfactory Bid Bond
payable to Atlanta region Transit Link Authority, each in the amount of \$ _____
_____ dollars), in form and with security satisfactory to said Authority, and
otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the
Principal to comply with any or all of the foregoing requirements within the time specified above,
immediately pay to Atlanta region Transit Link Authority, upon demand, the amount hereof in good and
lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed
pursuant to and in accordance with the applicable provisions of the Official Code of Georgia
Annotated, as Amended, and is intended to be and shall be constructed as a bond in compliance with
the requirements thereof.

Signed, sealed and dated this _____ day of _____, 2023.

ATTEST:

(Principal-Signature)

(Principal Secretary)

(SEAL)

By:

(Print Name)

(Address)

(Witness as to Principal-Signature)

(Surety)

(Print Name)

(Address)

ATTEST:

By: _____
(Attorney-in-Fact- Signature)

(Resident Agent)

(SEAL)

(Print Name)

(Address)

(Witness as to Surety-Signature)

(Print Name)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

OFFER DOCUMENT #13-PERFORMANCE BOND

ATL Solicitation No. 24-014

PERFORMANCE BOND

Project No. and Name: _____

Paving Contractor: _____

Surety: _____

Name of State Entity: Atlanta-region Transit Link Authority

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS:

That _____ (Legal Address of Paving Contractor) as principal (hereinafter referred to as "Principal"), and _____ (Legal Title and Address of Surety) as surety (hereinafter referred to as "Surety"), are held and firmly bound unto the Atlanta-region Transit Link Authority as Obligee (hereinafter referred to as "ATL"), in the amount of _____ to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with ATL bearing date _____ for Paving Services, which said contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless against and from all cost, expenses, damages, injury or loss to which said ATL may be subjected by reasons of any wrongdoing, including patent infringement, misconduct, want of care of skill, default or failure of performance of said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extension of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of ATL's right to perform work with separate contractors or to correct work pursuant to the terms of the Contract, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the

contract or to the Work or to the specifications or drawings. In addition, the Surety to this bond, for value received, hereby agrees to the provisions of Section 6 herein for increases in the penal amount of this bond and waives notice from ATL of any such changes.

2. If, pursuant to the Contract Documents, the Principal shall be declared in default by ATL under the aforesaid Contract, the Surety shall promptly perform this bond agreement in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to ATL, within twenty-five (25) days after receipts of a declaration of default, of the Surety's election to either remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to ATL immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item of work, and (d) the performance of the contract. The Surety shall not assert its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the Contract.
3. It is expressly agreed by the Principal and the Surety that ATL, if it desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than ATL named herein or the legal successors of ATL.
5. For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:
Name: _____ Telephone: _____
Address: _____
City: _____ State: _____ Zip Code: _____
6. Further, this bond shall be the Performance Bond furnished under O.C.G.A. §§ 13-10-2, 13-10-20, 13-10-40 and 13-10-60 and shall be subject to increase in the penal amount of the bond pursuant to such statutes and the provisions of the Contract.

[Signatures on following page]

SIGNED AND SEALED THIS _____ DAY OF _____, 2023.

ATTEST (Seal)

(Name of Principal)

Secretary (Note 1)

By _____
President

(Seal)

(Name of Surety) (Note 2)

By: _____

Title: _____

Resident Georgia Agent*

Note 1. Please apply seal of Corporation over Secretary's Signature.

Note 2. Please apply seal of Surety and arrange for countersignature by a "Resident of Georgia Agent" of Surety in order to comply with surety regulations of Georgia.

(*) Attach Power of Attorney

OFFER DOCUMENT #14 - PAYMENT BOND
ATL Solicitation No. 24-014

PAYMENT BOND

Project No. and Name:

Contractor:

Surety:

Name of State Entity: Atlanta-region Transit Link Authority

Bond Number:

KNOW ALL MEN BY THESE PRESENTS:

That _____ (Legal Title and Address of the Construction Professional) as Principal (hereinafter referred to as the "Principal") and _____ (Legal Name and Address of the Surety) as Surety (hereinafter referred to as "Surety", are held and firmly bound unto the Atlanta-region Transit Link Authority as Obligee (hereinafter referred to as "ATL") for the use and benefit of claimants defined, hereinafter in the amount of: ____ DOLLARS (\$ ____) to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with ATL dated _____ for _____ (Insert Name of Project), which contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the Work provided for in said Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work to be performed thereunder, or the exercise of ATL's right to perform Work with separate contractors or to correct Work pursuant to the terms of the Contract, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work. In addition, the Surety to this bond, for value received, hereby agrees to the provisions of Section 6 of the ITB referring to Penal Amounts of Bonds, State Law for increases in the penal amount of this bond and waives notice from ATL of any such changes.
- (2) A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the Work provided for in said contract.
- (3) Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the Work referred to in said bond 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 him, or materials or equipment or machinery was furnished or supplied by him for which claim is made, shall have the right to sue on such 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 him, provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal furnishing said payment bond shall have (a) given written notice to said

Principal within ninety (90) days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; and (b) if the Principal has filed a Notice of Commencement with the Clerk of the Superior Court in the county in which the Project is located pursuant to O.C.G.A. § 13-10-62, given to said contractor a written Notice to Contractor within 30 days from the filing of the Notice of Commencement or 30 days following the first delivery of labor, materials, machinery or equipment, whichever is later, setting forth:

- A) The name, address, and telephone number of the person providing labor, material, machinery, or equipment; the name and address of each person at whose instance the labor, material, machinery or equipment is being furnished;
- B) The name and the location of the Work; and
- C) A description of the labor, material, machinery, or equipment being provided and, if known, the contract price or anticipated value of the labor, material, machinery, or equipment to be provided or the amount claimed to be due, if any.

It is provided further that nothing contained herein shall limit the right of action to said 90 day period. Notice may be served by the depositing of a notice, registered mail, postage paid, duly addressed to the Principal at any place it maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process. Every suit instituted under this section shall be brought in the name of the claimant without ATL being made a party thereof. The official who has custody of said bond is authorized and directed to furnish, to any person making application thereof who submits an affidavit that it has supplied labor or materials for such Work and payment therefore has not been made, or that it is being sued on any such bond, a copy of such bond and the contract for which it was given, certified, by the official who has custody of said bond and contract shall be admitted in evidence without further proof. Applicants shall pay for such certified statements and such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fixed fee exceed the fees that the clerks of the superior courts are permitted to charge for similar copies.

- (4) Further, this bond shall be the Payment Bond furnished in compliance with O.C.G.A. §§ 13 10 2, 13-10-60, 13-10-40 and 13-10-60 and shall be subject to increase in the penal amount of the bond pursuant to such statutes and the applicable provisions of the Contract.
- (5) For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

Name: _____ Telephone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

SIGNED AND SEALED THIS _____ DAY OF _____, 20____.

ATTEST (Seal)

(Name of Principal)

Secretary (Note 1) By _____
President

(Seal)

(Name of Surety) (Note 2)

By: _____

Title: _____

Resident Georgia Agent *

Note 1. Please apply seal of Corporation over Secretary's Signature.

Note 2. Please apply seal of Surety and arrange for countersignature by a "Resident Georgia Agent" of Surety in order to comply with surety regulations of Georgia.

(*) Attach Power of Attorney

OFFER DOCUMENT #15 - SUBCONTRACTORS AND DBEs
ATL Solicitation No. 24-014

This document must be fully completed, signed by an authorized representative of the Contractor, notarized, and submitted with the bid package.

	Subcontractor Name, Address, and Phone #	Description of Subcontractor's Role	% of Contract	DBE? (Y/N)
1				
2				
3				
4				

OR

☐ No subcontractors or DBEs

Is the prime contractor a DBE? ☐ Yes ☐ No

Authorized Representative Name

Title Date

Authorized Representative Signature

**Offer Document #16
Sales and Use Tax Compliance Form
ATL Solicitation No. 24-014**



TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name:
- Physical Location Address:
- Federal Identification Number (FEI):
- Have you ever been registered in the State of Georgia?
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI):
 - Sales and Use Tax Number:
 - Withholding Tax Number:
- What type of service will you perform?
- Will you sell any tangible personal property or goods?
- Supplier's Affiliate's Name:
 - FEI:
 - STI:
 - Sales and Use Tax Number:
 - Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - Name:
 - Telephone Number:
 - E-mail Address:

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. **MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.**

STATE ENTITY: Please submit this form via email to DOR at tsd-state-contractors@dor.ga.gov for processing in accordance with the *Georgia Procurement Manual*.

OFFER DOCUMENT #17-SALES AND TAX USE COMPLIANCE
FORM ATL Solicitation No. 24-014

Company/Firm Name

Company/Firm Physical Address

Federal Identification Number (FEI)

Have you ever been registered in the State of Georgia? ☐ Yes ☐ No

If yes, please provide the following information, if applicable:

State Taxpayer Identification Number (STI)

Sales and Use Tax Number

Withholding Tax Number

What type of service will you perform?

Will you sell any tangible personal property or goods? ☐ Yes ☐ No

Company/Firm's Affiliate's Name

Affiliate's Federal Identification Number (FEI)

Affiliate's State Taxpayer Identification Number (STI)

Affiliate's Sales and Use Tax Number

Affiliate's Withholding Tax Number

If there is more than one affiliate, please attach a separate sheet listing the information above.