



REQUEST FOR PROPOSALS

**TOLL COLLECTION SYSTEM
HARDWARE MAINTENANCE SERVICES**

RFP # 48499-09-00001

RFP posted: November 26, 2008

Proposals Due: January 13, 2009, 1:00 p.m., Eastern Standard Time

1 NOTICE TO FIRMS

The Georgia State Road and Tollway Authority (“SRTA”) is requesting written Proposals from qualified firms interested in providing toll collection system hardware maintenance services.

The anticipated length of the Contract to be entered into as a result of this Request for Proposals (“RFP”) is until December 31, 2011, with an optional 1 year renewal thru December 31, 2012. The estimated value of the Contract awarded pursuant to this RFP is in excess of \$100,000.00.

Consideration will be given only to those Proposers who are qualified to perform the work as determined by SRTA. Proposers must show they will provide the personnel necessary throughout the duration of the Contract to support the system. SRTA will evaluate and determine the relative ability of each Proposer to perform the required services based upon the information provided by the Proposer in response to the RFP. If the chosen firm is a corporation, it must be registered to do business in Georgia within 15 days of selection and prior to the execution of a Contract.

SRTA believes firms which have experience, knowledge and understanding of all aspects of electronic toll collection, including collection of tolls, processing of traffic, the audit process, reporting, customer account management systems, violation processing, hardware and software maintenance, etc., will be best able to provide the level of hardware maintenance services expected. Proposers must show they will be able to accommodate and work with SRTA in implementing changes to the system and operations as the Contract continues into the future. SRTA is constantly seeking ways to improve the efficiency and effectiveness of its operations and systems.

State Road and Tollway Authority – Background

SRTA operates the GA 400 Extension, which is the road segment from I-285 on the north side to I-85 on the south side. The GA 400 Extension was completed in 1993. This is an important commuter road and is vital in its support of the Atlanta metropolitan transportation system.

The SRTA Toll Plaza facility consists of 18 lanes with 4 Express/Open Road Toll lanes. The Plaza processes approximately 40 million vehicles per year and collects in excess of \$20 million in toll revenue per year. SRTA has a transponder base of approximately 218,000 and an account base of 132,000.

SRTA is a state-level, independent authority created by the Georgia General Assembly to operate toll facilities within the state, among other things. SRTA’s Mission is to maintain and operate safe and efficient toll facilities, provide innovative transportation finance opportunities and identify user financed facilities to enhance the mobility of Georgians. SRTA’s Vision is to be an essential partner in the Transportation Industry by providing cutting-edge solutions through financial, technological and service innovations. Much of that capability is dependent on the success of this RFP and the implementation of this system to accommodate the needed technology and ability to grow within the system. SRTA’s core values go to providing great customer service. SRTA employees are customer focused, accountable, respectful and efficient.

SRTA ensures a smooth working process through its employees' integrity, safety, innovation and teamwork.

2 SUBMITTAL REQUIREMENTS

Failure to meet these requirements can result in the response to the RFPs being determined "non-responsive" and the entire submittal can be rejected.

2.1 Procurement Schedule

EVENT	DATE	TIME (EST)
Issuance of RFP	11/26/08	1:00 p.m.
Mandatory On-site Pre-Bid Meeting	12/16/08	1:00 p.m.
Written Questions Due	12/19/08	4:00 p.m.
Final Response Date for Questions	12/23/08	4:00 p.m.
Due Date for Proposals	01/13/09	1:00 p.m.
Evaluation Committee Review of Proposals	Through 01/20/09	
Evaluation Committee—Oral Presentations	01/28/09	Beginning at 9:00 a.m.
Completion of Evaluation Committee Analyses	02/02/09	
Notice of Intent to Award Contract	02/13/09	1:00 p.m.
Contract Award	02/27/09	
Notice to Proceed	03/01/09	

NOTE: Some dates referenced above are for planning purposes only and are subject to change.

2.2 Contact Person

Barbara Harris Chappel, Purchasing Operations Manager, will be the contact person on this RFP. From the issue date of this RFP until a Contractor is selected and announced, any questions in regard to this Notice should be directed to Ms. Chappel by e-mail at bchappel@georgiatolls.com or fax to (404) 893-6144. All inquiries regarding this RFP are to be made before **4:00 p.m. on December 23, 2008**. Only written inquiries made via e-mail or fax will be accepted by Ms. Chappel on behalf of SRTA, and only written responses will be binding upon SRTA. Any inquiries received after the above deadline may not be answered by SRTA. All binding answers to inquiries will be posted to SRTA's website at www.georgiatolls.com.

2.3 Site Visit

There will be a **MANDATORY PRE-BID MEETING** on-site at the SRTA Toll Plaza. During this meeting a tour will be given of the Plaza and there will be adequate time for Q&A to address any questions that prospective bidders might have. All firms submitting Proposals must attend this meeting.

The date and time of the Pre-Bid meeting is:

1:00 p.m. on December 16, 2008.

2.4 Proposal Due Date

Proposals will be received by SRTA until **1:00 p.m. Eastern Standard Time on January 13, 2008.**

2.5 Small and Minority Business Enterprise

It is the policy of the State of Georgia that small businesses, female-owned businesses and minority businesses have a fair and equal opportunity to participate in the State purchasing process. SRTA encourages all small businesses, female-owned businesses and minority-owned businesses to compete for, win, and receive contracts for goods, services, and construction. Potential respondents to this RFP are advised that O.C.G.A. § 48-7-38 provides for an income tax adjustment on the Georgia state income tax return of any company that subcontracts with a “Certified minority-owned” firm to furnish goods, property, or services to the State of Georgia.

Any selection made as a result of this RFP will be made without regard to race, color, religion, sex, or national origin. This desire on the part of SRTA is not intended to restrict or limit competitive bidding or to increase the cost of the work. Any selection made as a result of this RFP will be made without regard to race, color, religion, or national origin.

2.6 Submittals

Proposals shall be no more than 25 pages with a minimum font size of 10 point, excluding cover letter, table of contents, dividers, Certification of Proposer (Exhibit “A”), resumes, Maintenance On-line Management System (“MOMS”) documentation and examples of any applicable MOMS/spares/inventory reports. The Contractor shall provide the following 2 sets of documentation as part of its overall Proposal:

The “Technical Proposal,” which shall include

- a) Certification of Proposer;
- b) Maintenance Plan;
- c) Resumes of key personnel to be assigned to SRTA project;
- d) Statement of Qualifications that lists relevant projects accomplished within the past 5 years which should include the following:
 - a. Project name;
 - b. Project location;
 - c. A brief description of the project and the work performed;

- d. Name, address and current telephone numbers of client contacts;
- e) MOMS Overview/Documentation, including MOMS implementation schedule;
- f) Spare Parts Inventory System, Procedures and Controls;
- g) Spare Parts Inventory Reports List and Examples;
- h) List of Required Equipment and Tools; and
- i) List of Required Reports with examples and explanations (see Section 6.15 for more information).

The “Price Proposal,” which shall include:

Completed Pricing Schedules (Blank Pricing Schedule forms are attached as Exhibit “B”)

2.7 Separate Envelopes for Technical and Price Proposals

The Technical Proposal shall be submitted **separate from** the Price Proposal in a sealed envelope identified as the “Technical Proposal.” The Price Proposal shall be submitted **separate from** the Technical Proposal in a sealed envelope identified as the “Price Proposal.”

2.8 Required Copies

2.8.1 Composition of Proposal

Proposers shall submit an Original and 6 copies of their Technical Proposal to this RFP. Proposers must ensure that the Original includes the required forms with original signatures. The original Technical Proposal shall clearly be marked as “Original Technical Proposal.”

Proposers must also submit an Original of their Price Proposal, which, as noted above, must be placed in a sealed envelope, clearly marked “Price Proposal.”

In both the Original Technical Proposal and Original Price Proposal, a Proposer shall designate with yellow highlighter any information that it claims is “trade secret” as that term is defined in O.C.G.A. § 10-1-761(4). If no information in the response is regarding as being trade secret, a Proposer shall include with its filing a written statement indicating that this is the case.

Should an Open Record Records Request be made for what has been designated as trade secret information in a Proposal, SRTA shall consider the designation made of trade secret information in the Proposal and make its own determination whether what has been categorized by a Proposer is trade secret. After doing so, SRTA will provide an appropriate response to the requesting party in conformity with state law.

2.8.2 Presentation of Submittal

All Proposals must be submitted in a sealed envelope or container that reflects the following information on the outside:

**Proposal For: SRTA – TOLL COLLECTION SYSTEM HARDWARE
MAINTENANCE PROCUREMENT
RFP # 48499-09-00001**

Submitted To: STATE ROAD AND TOLLWAY AUTHORITY
Barbara Harris Chappel, Purchasing Operations Manager
State Road and Tollway Authority
101 Marietta St, NW, Suite 2500
Atlanta, Georgia 30303

**Submitted By: PROPOSER'S NAME
PROPOSER'S ADDRESS
CITY, STATE, ZIP CODE
PROPOSER'S PHONE NUMBER
PROPOSER'S CONTACT NUMBER
DATE SUBMITTED**

Each of the separate envelopes of which a complete Proposal is comprised must reflect on their outside a Proposer's identifying information as referenced above.

Faxed or e-mailed responses will not be accepted.

2.9 Proposals Submitted Late

Any Proposal received at **1:01 p.m. on January 13th, 2009**, or any time thereafter will not be considered by SRTA. Although these Proposals will not be considered for evaluation, they will be kept on file as having been submitted and disqualified.

The responsibility for submitting this Proposal to SRTA on or before the stated time and date will be solely and strictly the responsibility of the Proposer. SRTA will in no way be responsible for delays caused by the United States mail delivery, common carrier or caused by any other occurrence.

Proposers will be notified in writing by SRTA if their Proposals are disqualified from consideration as a result of their untimely submission.

2.10 Non-Solicitation Provision

From the date that this RFP is issued until a Proposal is selected and the selection is announced, Proposers are not allowed to communicate for any reason with any SRTA Board member, officer, employee, or any Evaluation Committee member, other than the Contact Person as noted

above and in the submittal requirements detailed in the RFP. Violation of this provision may result in the rejection of the Proposer's response to this RFP.

2.11 Right to Cancel

SRTA reserves the right to cancel this RFP if that is determined to be in the best interest of SRTA.

2.12 Right to Amend

SRTA reserves the right to amend, insert, or delete any item in this RFP if that is determined to be in the best interest of SRTA. If it becomes necessary to revise any part of this RFP, a written addendum to the solicitation will be posted to SRTA's website and provided to all parties who have previously received an official copy of this RFP.

2.13 Right to Reject

SRTA retains the right and option to reject any and all Proposals.

2.14 Responsiveness of Proposals

Proposals must be complete in all respects, as required by each section of this RFP. A Proposal may be rejected by SRTA if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal will be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements.

2.15 Multiple Proposals

Proposers may be rejected if more than one Proposal is received from an individual, firm, partnership, corporation, or combination thereof, under the same or different names. Such duplicate interests may cause the rejection of all Proposals in which such Proposer has participated.

2.16 Waivers

SRTA may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on SRTA's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

2.17 Proposals Not Returned to Proposers

All Proposals received from Proposers in response to this RFP will become the property of SRTA and will not be returned to the Proposers after the date and time Proposals are due.

2.18 Modification or Withdrawal of Proposals

Modifications - SRTA will permit modifications to a Proposal after it has been submitted up until the specified due date and time for accepting Proposals. The Proposal can be picked up by a representative of the Proposer and then it is the Proposer's responsibility to resubmit before the deadline.

Withdrawal - A Proposal may be withdrawn upon request by the Proposer without prejudice prior to the deadline for submittal of Proposals, provided that the request is in writing, has been executed by the Proposer or the Proposer's duly authorized representative and has been filed with SRTA.

2.19 Public Record

All Proposals, related materials, exhibits, documents, and samples submitted are subject to public inspection under O.C.G.A. §§ 50-18-70 *et seq.*, the Georgia Open Records Act. After the posting of the Notice of Intent to Award, SRTA cannot protect from disclosure those records and data submitted in Proposals. SRTA's receipt, review, evaluation or any other act or omission concerning any such information shall not create an acceptance by SRTA of any obligation or duty to prevent the disclosure of any such information.

Proposers that wish to protect trade secret information contained in their Proposals shall identify same in the manner set forth in Section 2.8.1 of this RFP. Should an Open Record Records Request be made that seeks access to information in a Proposal that has been designated by a Proposer as trade secret, SRTA shall make its own determination whether the information so classified by a Proposer is trade secret and provide an appropriate response in conformity with state law to the requesting party.

2.20 Contractual Obligations

Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted and confirmed in any Contract subsequently entered into between SRTA and the Proposer selected.

2.21 Post-Award Debriefings

Post-award Debriefings will **not** be conducted until after the Contract has been awarded.

2.22 Procurement Information

It is the responsibility of all Proposers interested in submitting responses to this RFP to routinely check SRTA's website for responses to questions, changes of schedule, changes of procurement, addenda, announcements and other information at www.georgiatolls.com.

2.23 Responsibility for Costs Incurred

All costs incurred by any interested party in responding to this RFP shall be borne by such interested parties, and SRTA shall have no responsibility whatsoever for any associated direct or indirect costs related to the development of Proposals.

3 EVALUATION PROCESS

The object of this RFP is to select the Contractor most capable of providing maintenance services for SRTA's Electronic Toll Collection System hardware. Each Proposal will be evaluated and rated by the Evaluation Committee, which will review all information, determine those best qualified to perform the work and determine the order of ranking for the Proposers.

3.1 Initial Review

Following the opening of the proposal packages, the contents will be checked for compliance with the requirements set forth in this document. After initial review, the responsive Proposals will then be distributed to an Evaluation Committee appointed by SRTA.

3.2 Technical Evaluation

The evaluation process itself will consist of the quantitative appraisal and ranking of the Proposals in order to ascertain which Proposer best meets the needs of SRTA. The Technical Proposals will be evaluated on their material content and their responsiveness to the requirements set forth in this document. The Evaluation Committee will review and evaluate the Technical Proposals and the other related Contract information submitted to ensure that the Proposer understands the project scope and has clearly expressed its intent for meeting the requirements of the Contract.

3.2.1. Oral Presentations and Interviews

As part of the Technical Evaluation, SRTA will invite Proposers to participate in Oral Presentations and Interviews ("Orals"). The Orals will be graded on the level of competence that a Proposer engenders to meet the objectives of the RFP and a Proposer's ability to demonstrate the problem resolution skills necessary to fulfill the Contract.

3.3 Price Proposals

The Proposer shall submit a Price Proposal as defined in Exhibit "B"—Hardware Maintenance Pricing Schedules. All Price Proposals of short-listed Proposers will be opened after the evaluation of the Technical Proposals has been completed and scored. The Price Proposals will then be evaluated and scored.

3.4 Technical and Price Proposal Evaluation

The criteria for evaluating the contents of the Technical and Price Proposals include the following: 60% of the points will be awarded based on the Technical Proposal, and 40% of the

points awarded will be based on price. Maximum possible scores are presented on the following Table:

Proposal Scoring - Maximum Possible Scores	
Proposal Element	Maximum Possible Scores
Qualifications (Includes References)	300
Maintenance Plan	100
MOMS Overview/Documentation	100
Spare Parts Inventory, Procedures and Controls	50
Technical Proposal - Subtotal Points	550
Oral Presentation	50
Total Technical Points	600
Price Proposal	400
Maximum Possible Score	1000
Minimum Responsive Score - Technical Proposal	300

*Note – Technical Proposals scoring less than 300 points will be considered non-responsive and the corresponding Price Proposal will not be evaluated.

3.5 Final Selection

The Evaluation Committee will total and average the evaluation scores and rank Proposals. The Evaluation Committee will then make a selection from the best qualified Proposals.

3.6 Notice of Intent to Award Contract

An award shall be made to the responsible Proposer whose Proposal is determined, in writing, to be the most advantageous to SRTA, taking into consideration price and evaluation factors set forth in the RFP. SRTA will notify the apparent successful Proposer in writing. At this point no public disclosure or news release pertaining to this procurement shall be made by the apparent successful Proposer without prior written approval of SRTA. Failure to comply with this provision may result in the Proposer being disqualified. A Notice of Intent to Award will be posted to the SRTA website. Consistent with existing state law, no Proposer shall infer or be construed to have any rights or interest to a Contract with SRTA until final approval from all necessary entities and until both the Proposer and SRTA have executed a valid Contract.

4 Award and Execution of Contract

4.1 Negotiation and Execution of the Contract

Once a final selection is made, SRTA management will then attempt to negotiate a satisfactory Contract first with the highest ranked firm. If negotiations are not successful with the first-ranked company, then negotiations will begin with the second-ranked firm, and likewise the third-ranked firm. If SRTA so chooses, it may call for new Proposals.

A Sample Contract is attached as Exhibit “C” to this RFP. The Contract terms and conditions may be supplemented, modified or otherwise revised before Contract execution and are being provided with this RFP to enable Proposers to better evaluate the costs associated with their Proposals and the potential resulting Contract. Proposers should plan on the Contract terms and conditions contained in this RFP being included in any Contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the Proposers.

In the event a Proposer is selected for potential Contract award, the Proposer will be required to enter into discussions with SRTA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the Proposer. SRTA reserves the right to proceed to discussions with the next highest ranked Proposer.

SRTA reserves the right to modify the Sample Contract attached to this RFP as Exhibit “C” to be consistent with the successful offer and to negotiate other modifications with the apparent successful Proposer.

4.2 Insurance Requirements

Insurance

- 4.2.1 If awarded a Contract, the Contractor shall procure and maintain insurance that shall reasonably protect the Contractor and SRTA (as an additional insured) from any claims for professional errors, bodily injury, property damage, or personal injury throughout the duration of the Contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor’s own expense and shall furnish to SRTA an insurance certificate listing SRTA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number,

limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to SRTA.

4.2.2 Without limiting the foregoing, the Contractor will promptly obtain and maintain the following types of insurance coverage and comply with the following provisions:

- (1) Workers' Compensation Insurance: With limits as required by law.
- (2) Commercial General Liability Policy:
Combined Single Limits: \$1,000,000.00 per person
\$3,000,000.00 per occurrence

The Commercial General Liability Policy shall include contractual liability coverage and must be on an "occurrence" basis. A Comprehensive General Liability Policy may be substituted for the Commercial General Liability Policy if the Comprehensive General Liability Policy has been endorsed to insure contractual liability, broad form property damage, and personal injury liability.

- (3) Business Automobile Liability Policy:
Combined Single Limits: \$1,000,000.00 per person
\$3,000,000.00 per occurrence
- (4) Malpractice/Professional Liability Policy: Any other provisions herein to the contrary notwithstanding, the Malpractice/Professional Liability Policy may be on a "claims made" basis but then must have a tail of at least two years following the termination or expiration of the Contract. It must provide liability limits of \$3,000,000.00 per occurrence.

4.2.3 Except as otherwise expressly stated herein, all policies must be on an "occurrence" basis.

4.2.4 The foregoing policies must contain a provision that the policies will not be canceled, not renewed, or allowed to lapse, for any reason until at least 30 days prior written notice has been given to SRTA. Certificates of insurance showing such coverage to be in force must be filed with SRTA no later than 14 business days after the commencement of any work under the Contract. The policies must be obtained from insurance companies licensed to do business in the State of Georgia and must be with companies acceptable to SRTA.

4.3 Protest Procedure

Any person who is adversely affected by: (i) a Notice of Intent to Award, or (ii) a notice of decision or decisions by SRTA, and who wants to protest the intended or actual decision or decisions must comply with the proper procedures in SRTA's Protest Policy. A protest bond in the amount of \$5,000.00 is required to protest this project.

5 BACKGROUND

5.1 SRTA's Current System

The SRTA Computerized Toll Collection System was initially installed in 1993 and includes 18 toll equipped lanes at the Mainline Plaza. There are 4 Express or Open Road Toll ("ORT") lanes that include violation enforcement cameras. All of the remaining lanes are equipped with Automatic Coin Machines ("ACMs"), with 8 of those lanes also equipped with Manual Lane Terminals ("MLTs") to accommodate manual processing and change making. The system is currently a mixture of new and old components with a system architecture that is 15-years-old.

As of the issuance of this RFP, SRTA does not have a MOMS that can monitor and analyze the System or maintenance activities performed on the System. As part of the scope of services included in this Contract, the maintenance provider will provide and install a MOMS of its choice. Details on this MOMS should be included as part of the Proposal and the pricing summary. The MOMS pricing is to include any required system hardware, software licenses, installation, configuration and support, for which the Contractor will be completely responsible.

5.2 Barrier Plaza and System Description

The SRTA Mainline Barrier Plaza is a split plaza with a tunnel and has 18 toll lanes with Metropolitan Area Regional Transportation Authority's ("MARTA's") commuter train tracks utilizing the medium and an underground tunnel connecting the north and south bound plazas.

There are 4 Express/ORT Lanes. The Electronic Toll Collection ("ETC") program is the Cruise Card. The technology used is the TransCore Allegro and eGo Tags and Protocols. The readers are the Dual Protocol 3110 TransCore Readers. All lanes are equipped to process Cruise Card transactions. The Express Cruise lanes have VES Cameras and patron fare paid indicators.

The remaining 14 lanes are ALL equipped with ACMs. The ACM manufacturer is TST. There is a combination of 6 ACM-only lanes and 8 Manual/ACM lanes. In the Manual/ACM lanes the collector currently classifies the vehicle, makes change, provides a receipt and puts the fare in the ACM. The existing Manual/ACM lanes have booths, touch-screen manual lane terminals with receipt printers and card readers. They have a post-class array with entry and exit loops and a non-functioning treadle for counting axles to verify collector input. A patron fare display and traffic signal are mounted on the island just past the booth. The existing coin machine lanes have stand alone ACM configurations and are marked as exact change lanes. The post classification array is the same in the ACM-only lanes as in the Manual/ACM lanes. All lanes except the Express/ORT lanes have gates. All lanes have variable message signs. The signs have the ability to display one or more of the following messages based on the lane type: 1) CRUISE, 2) CHANGE, 3) 50¢ ONLY, 4) CLOSED.



Figure TS-1 – Georgia 400 Toll Plaza

The Toll Plaza has a tunnel underneath the toll lanes. It is a spacious, full-height, full-length tunnel. The tunnel is used for access to the lanes by collectors, maintenance and supervisory personnel. The tunnel provides access to the unique coin vaults of SRTA, which are very large. It also provides access to the lane controllers and other equipment. There are portions of the tunnel used for maintenance activities and storage.

Most areas are covered by security cameras, and security access to the Toll Plaza and administration building is well controlled. The Administration Building houses the Toll Plaza computer, the counting room, the vault, the supervisor office which overlooks the Plaza from the east side, an elevator with a direct connection to the tunnel, and various offices.

5.3 Toll Rate Structure

Table 1 presents the existing toll rates.

Class	2	3	4	5	6	7
Number of Axles	2-axle	3-axle	4-axle	5-axle	6-axle	7-axle +
Toll Assessed	\$0.50	\$1.50	\$2.00	\$2.50	\$3.00	\$3.50

Table 2 presents the current lane configurations at the Mainline Plaza

GA 400 Mainline Plaza Lane Assignments														
Current Plaza Configuration														
	Southbound						Southbound ORT Lanes							
Direction:	▼	▼	▼	▼	▼	▼	▼	▼						
Lane No.:	21	20	19	18	17	16	15							
Lane Type:	MC	MC	C	MC	C	C	MC							
Lane Type:														
Lane No:								8	7	6	5	4	3	2
Direction:								▲	▲	▲	▲	▲	▲	▲
								Northbound ORT Lanes		Northbound				
KEY:	M	=	Manned Lane	C	=	Coin Machine	MC	=	Manned Lane with Coin Machine	MA	=	Manned Lane with Automatic Toll Payment Machine (ATPM)		

6 HARDWARE MAINTENANCE REQUIREMENTS

6.1 General Scope of Work - System Hardware Maintenance

The Contractor shall be solely responsible for the full maintenance of the Electronic Toll Collection System hardware for the SRTA Toll Collection System for the term of the Contract. For the purposes of this RFP and the scope of maintenance services being requested, this includes (but is not necessarily limited to):

- The Lane Controller (all equipment in the lane controller enclosure)
- The Inductive loops installed in the roadway and loop detectors
- VES Cameras
- Surveillance Cameras
- Gates
- Any Customer Feedback devices including fare displays, traffic heads, lane open/closed indicators, etc.
- All data network, video, discrete, and serial connections, equipment and wiring within the plaza facility
- 25 Uninterruptible Power Supplies (“UPSs”) installed to support toll equipment in individual toll lanes and the maintenance of these UPSs, including electrical service “downstream” of them
- Lighting within the plaza structure
- Conduit utilized by the electronic toll collection system

Equipment specifically not within the scope of this RFP includes:

- Plaza building electrical service not supporting the toll collection system (i.e. “dirty power”)

- A large UPS within the plaza facility, which feeds power to plaza toll collection system components and other equipment. This UPS and the downstream electrical service is being maintained under a separate contract and the maintenance of this system is outside the scope of this RFP.
- Air conditioning systems
- Plumbing systems

The Contractor shall perform all preventive, corrective and emergency maintenance in accordance with the approved Maintenance Plan. Maintenance shall be provided through field service, operational testing, remote diagnostics and control, and by maintenance personnel. Personnel are expected to be at the Georgia 400 Toll Plaza during the hours of 6am-8pm Monday through Friday and on call 24 hours a day, 7 days a week. Each Proposer will submit a detailed Maintenance Plan and staff schedule showing how the Proposer intends to carry out its responsibilities.

SRTA's Toll Collection System consists of the Georgia 400 Toll Plaza which includes 18 toll lanes. Each Lane has a Lane Controller that controls the sensing equipment in the lane, processes transaction data, generates equipment alarms and sends them to the associated Plaza Computer, which in turn reports to the Host Computer located at SRTA Headquarters. The Lane Controller also communicates with the Host Computer in real time to update Cruise Card customer accounts.

6.2 Major System Hardware Components - Response Time

“Major System Hardware Components” are defined as any component of the Electronic Toll Collection System that directly impacts the system’s ability to correctly collect a toll or record a violation transaction.

“Peak Period” is defined as the timeframe from 6am thru 8pm Monday through Friday, excluding holidays.

“Non-Peak Period” is defined as all hours not included in the Peak Period.

“Response Time” is defined as the time between the notification to the Contractor of an equipment issue and the presence of maintenance personnel at the site of the equipment causing the issue in question.

- a) Major System Hardware Components: Peak Period Response Time—15 Minutes (Maintenance personnel should be on-site at the Georgia 400 Toll Plaza during peak periods as part of a standard schedule).
- b) Major System Hardware Components: Non-Peak Period Response Time—2 Hours including weekends and holidays.
- c) Coverage - The Contractor is required to be onsite at the Georgia 400 Toll Plaza within the specified response time 24 hours per day, seven 7 days a week.
- d) Communications:
 - i. All technicians are required to carry a cell phone, pager and laptop computer.

- ii. Supervisory personnel and managers are required to carry a cell phone to ensure immediate and good lines of communications in times of emergency or need.
- iii. The Contractor will provide SRTA with a list of employees and their associated cell phones, e-mails and pagers numbers, and will update that list any time there is a change.

The Response Time for equipment failures of Major System Hardware Components that directly affect toll collection or impair audits shall be within 15 minutes of notification during a Peak Period.

The Response Time for equipment failures of Major System Hardware Components that directly affect toll collection or impair audits shall be within 2 hours of notification during a Non-Peak Period.

Failure to adhere to Response Times set forth in this RFP may subject the Contractor to liquidated damages for estimated lost toll revenues by SRTA.

6.3 Major System Hardware Components - Repair Time

The Repair Time for equipment failures of Major System Hardware Components that directly affect toll collection or impair audits shall be within 2 hours of the expiration of the Peak Period or Non-Peak Period Response Period, whichever is applicable. A repair shall be regarded as having been made when the affected equipment is brought back on-line and is functioning at full capacity.

Failure to adhere to the Repair Time set forth in this RFP may subject the Contractor to liquidated damages for estimated lost toll revenues by SRTA.

6.4 Maintenance Plan

6.4.1 General

The Proposer must submit a detailed Maintenance Plan. The Contractor must show how the system availability, response time and repair time requirements will be met. The Maintenance Plan should include, but not be limited to, the following:

- a) Maintenance Management,
- b) Organization,
- c) Personnel and Staffing Plan,
- d) Overview of MOMS to be provided and utilized by Proposer,
- e) Preventive Maintenance Plan,
- f) Predictive Maintenance Plan,
- g) Corrective and Emergency Maintenance Plan and Procedures,
- h) Communication Plan,
- i) Quality Assurance Plan,
- j) Maintenance Reports,
- k) Reporting Procedures, and
- l) Spare Parts Inventory procedures and controls.

After approval by SRTA, the Maintenance Plan shall be adhered to through the entire term of the Contract and any successive options. SRTA may, based on actual operational experience and recommendations from the Contractor, reasonably require revisions to the Maintenance Plan to ensure that the system functions properly and always reflects current requirements. The Contractor shall make and adhere to such revisions. The Maintenance Plan will be updated annually and provided in an electronic format acceptable to SRTA.

6.4.2 Preventive Maintenance

The Contractor must include a comprehensive Preventive Maintenance Plan for this project. The program should be based on manufacturers' suggested procedures and performance intervals, experience, and common sense. The Plan should contain a complete schedule of proposed preventive maintenance procedures and time frames, and should include reporting methods and systems to be used to administer the plan. The Contractor will submit a monthly report on the Preventive Maintenance Activities to include a comparison of scheduled versus actual preventive maintenance activities and any appropriate statistical analysis. The Contractor shall also provide a schedule for the upcoming preventive maintenance activities on a monthly basis.

As part of the Preventive Maintenance process, based on experience and analysis, the Contractor will develop parameters to be used to identify, in the early stages, potential problems and actions to be taken to prevent those problems. An example of this would be observing certain characteristics of lane operations that would lead to the tuning of ETC lane equipment.

6.4.3 Predictive Maintenance

Predictive Maintenance requires the Contractor to analyze failure rates and the life spans of equipment and component parts to predict when certain main items will need to be replaced. This analysis should be based on both the manufacturer's data and the historical data accumulated during the maintenance period. The Contractor will be required to provide, at a minimum, an annual report to inform SRTA of the status of the major components of the System. This should provide SRTA with advance data regarding major components and areas they should expect to begin experiencing problems. This will allow SRTA the time to properly plan for their replacement or to take the appropriate action to avoid obsolescence or unforeseen problems.

6.4.4 Corrective Maintenance

As part of the overall Maintenance Plan, the Contractor must include a corrective and emergency maintenance plan to include procedures for repair, communications, and reporting. The Contractor is required to maintain an adequate staff of trained personnel to ensure that urgent repairs can be performed 24 hours a day, 7 days a week including holidays. The Contractor will provide a monthly Corrective Maintenance Report showing activities undertaken, and statistical analysis including average Response and Repair Times.

The Contractor shall maintain an around-the-clock dispatching operation to handle service calls from the plazas or SRTA personnel. All major trouble calls received will be immediately

dispatched to assigned technicians. Repairs that require a lane to be shut down or taken out of service must be coordinated with the plaza Manager and SRTA. The Contractor will utilize a computerized system to track all service calls and related maintenance tasks performed by its staff. In addition to the monthly Corrective Maintenance Report, the Contractor will provide an annual report on the comprehensive history and statistical analysis of maintenance tasks performed on the system, and the Contractor's performance relating to Response and Repair times.

6.4.5 Quality Assurance

The Contractor shall maintain a Quality Control and Assurance Plan and submit updates that reflect work accomplished under the Maintenance Contract. The Contractor must show how the work of the technicians will be evaluated and how training will be provided both initially and as an on-going component.

6.5 Maintenance On-Line Management System

The Contractor will be required to utilize the MOMS (which will be provided and installed by the Contractor at no additional cost to SRTA above the Contractor's proposed rates in this proposal) to monitor and analyze the System and track the maintenance activities of the Technicians. The MOMS must provide a work order processing and tracking component, spare parts inventory control, and a system maintenance database. The components of the MOMS will be configurable to allow for greater flexibility and adaptability in using the system. The Contractor must utilize the configurable alarms, priorities, templates, work orders and work authorizations that are provided with the MOMS. The Contractor will be responsible for the provision and installation of all modifications required in order to integrate the MOMS with the existing SRTA toll collection system. This includes, but is not limited to, any additional network equipment, MOMS hardware, MOMS software changes, SRTA toll collection system hardware/software changes, the running of electrical power for MOMS equipment where not currently available, etc. The installation and operation of the MOMS cannot negatively impact toll plaza operations unless specifically approved by SRTA. Any modifications to the current SRTA system required to support the integration of the MOMS will be reviewed and approved by SRTA and subsequently provided by the Contractor. The Contractor will provide the required MOMS integration and functionality within 90 days of Notice to Proceed. The Contractor will provide MOMS training and documentation for up to five personnel identified by SRTA within 120 days of Notice to Proceed.

SRTA requires that the Contractor provide a MOMS licensing agreement to enable SRTA to continue the use of the MOMS beyond the term of the maintenance contract should SRTA choose to do so. The pricing schedule includes a line item to represent the annual license fee for the MOMS, which licensing fee will be valid for up to 3 years beyond the term of the maintenance Contract.

6.6 Spare Parts Inventory and Components

6.6.1 General

SRTA's inventory of spare parts will be turned over to the Contractor at the commencement of the Maintenance Contract. The Contractor must provide a Spare Parts Inventory Plan and fully explain the procedures, controls, software applications, and facilities intended to be used to process and track the spare parts inventory. The Contractor must also provide a list of inventory reports and samples of those reports for review and approval by SRTA.

The Contractor shall provide SRTA with an inventory listing of all spare parts and components in inventory on a monthly basis, and will provide a spare parts usage report on a monthly basis. This inventory of spare parts and components shall be comprehensive, accurate, and auditable throughout the term of the Contract. As part of the tracking process, all parts shall be encoded with a parts list number and the inventory function must keep track of warranty information for parts used and provide information to receive warranty reimbursements when appropriate.

The Contractor, based on experience and analysis, shall closely monitor the need for spare parts and components and recommend additions or deletions to the inventory during the course of the Contract. This should include the identification of parts no longer available, obsolete, etc. The Contractor is required to notify SRTA of any instances where spare parts availability reaches a level where it becomes likely to affect the Contractor's ability to restore system functionality in the case of a failure of any in-use part. Based on several factors (including the cost, delivery time, and functionality of the item in question), SRTA will either approve or deny the purchase of these spares. These spares will be procured either through competitive bid or approved vendors, at the direction of SRTA.

If an in-use item fails and the Contractor has no in-stock spare as a result of SRTA denying the purchase of said spare, the Contractor will not be liable for the resulting damages/losses. In these instances, the Contractor will procure and install the failed part(s) at the direction of SRTA.

6.6.2 Substitution of Parts/Equipment

The Contractor may substitute for parts, components, and equipment if the Contractor receives written approval from SRTA for each specific substitution. SRTA may reject and may not approve for payment any substituted items that were not approved in advance.

6.6.3 Quality Control and Assurance

The Contractor must assure that all parts, components equipment, materials, and other items purchased for use in the system are new whenever practical. All parts and repairs must be of good quality and designed to reliably carry out their functions within the system and meet the requirements of the Contract.

6.7 Maintenance General

6.7.1 Maintenance Equipment

The Contractor shall include a list of all major items, tools, and equipment necessary for diagnosis, repair, testing, and corrective and preventive maintenance of the system. This list shall describe the specific function of each device, and the approximate quantity required for a comprehensive and effective maintenance program. The Contractor is responsible for providing all maintenance equipment that is not currently owned by SRTA.

6.7.2 Maintenance Workshop

The Contractor shall provide a workshop capable of accomplishing all repairs, modifications, assemblies, tests and installation preparation needed to maintain the system. A workshop area will be provided by SRTA at the Plaza.

6.7.3 Maintenance Test Facility

The Contractor will develop, install and operate a test area for use by maintenance personnel in its workshop. The test area shall include cables and all necessary equipment to appropriately test all system equipment. The Contractor's workshop will contain a test lane that can be set up to simulate a manual toll collection lane, an ACM lane and a dedicated ETC lane. Treadle, loop and other equipment may be required to simulate SRTA's current lane configurations and ensure that proper testing shall be provided. When testing involves a new software build, the Contractor shall cooperate closely with the software contractor to ensure that the testing is properly performed and coordinated to the extent that the lane equipment performs normally when the software installation is completed. To ensure that the lane equipment is functioning normally, the maintenance staff will operate the standard diagnostic programs for lane equipment and communications with higher-level devices (i.e., Host Computer, and Plaza Computer).

6.7.4 Maintenance Personnel

The Contractor shall maintain a full-time local field maintenance staff consisting of an adequate number of qualified technicians to effectively maintain the system on a 24 hour, 7 day per week schedule. All field and system maintenance personnel shall be bonded. All management and supervisory personnel must be bonded and approved by SRTA. In addition, all maintenance personnel must undergo and satisfactorily pass a national background check. The Contractor must submit a report annually that shows a list of employees and a certification that they are all bonded. This report must be updated and submitted during the year any time an employee is added to the work force. The field maintenance personnel collectively must be familiar with all hardware diagnostic routines and the use of the test equipment. The field maintenance personnel shall have previous experience servicing toll collection equipment or equipment similar in nature to the system equipment. All maintenance personnel must have a professional appearance and wear Contractor-issued, SRTA-approved, shirts, jackets and, in the case of any work performed in/around live traffic, proper safety clothing including reflective vests. An estimate of the number of maintenance personnel to be assigned for the Contract shall be included in the Maintenance Plan.

6.8 Extra Work and Installation Support

As part of this maintenance agreement, Contractor personnel will be responsible for general light-duty maintenance of the toll facility, in addition to the specific responsibilities called out elsewhere in this document. This will include such things such as changing light bulbs in the plaza administration building and in the plaza canopy, the removal of debris in and around the toll lanes, cleaning VES and security system camera lenses, etc.

SRTA also may, from time to time, request the Contractor to perform more significant tasks outside the scope of the maintenance Contract. If so, SRTA will either request a quote from the Contractor on performing the new/changed services with an appropriate credit for any deleted services, or request the Contractor to provide an estimate of hours by classification to complete the tasks. It is for this reason that the Proposer must submit rates on Pricing Schedule according to classifications. Prior to proceeding on this Contract, the Contractor must provide a list those individuals who come under each classification. This list will be updated periodically as personnel change.

When performing hourly work, installation support, and extra work the Contractor will provide detailed time sheets for each employee and a monthly summary in an electronic format acceptable to SRTA.

6.9 Right to Install Other Equipment

SRTA reserves the right to purchase and install equipment for use in the Toll Plaza area, with or without the consent of the Contractor, during the period of time the Contractor is responsible for any portion of this Contract.

6.10 Work Limitations

The Contractor will be limited in the type of work activities that may be conducted. In general, the Contractor shall not make physical modifications to SRTA's facilities. Some examples of this would be modifications to the toll islands, structural modifications, certain electrical wiring and cuts in the pavement (without a work-order form SRTA specifically ordering the work). The running of conduits and cables through the toll plaza tunnels or existing openings would be allowed. SRTA or SRTA's designated representatives must pre-approve all facilities-related work. If physical, structural or electrical modifications are requested of the maintenance Contractor to accommodate the system, SRTA will provide a specific work order, which describes the work to be done. The Contractor will provide acceptable detail sketches, engineering drawings and descriptions of the requested modifications required for proper installation.

6.11 Inspection of Work and Materials

SRTA reserves the right, at any time, with reasonable notification, to inspect work areas such as the Maintenance Workshop, the Maintenance Test Facility and the Spare Parts Inventory Storage facility. SRTA may at any time inspect work on the system components, parts, materials, equipment or other items to ensure that the System conforms to the requirements of the Contract,

to verify progress, or for any other reason that SRTA deems appropriate. Such inspections may occur at any site where the work is being conducted. SRTA reserves the right to reject any work, components, parts, equipment, materials or other items that do not conform to the requirements of the Contract or work order. Rejected work, components, parts, equipment or materials shall be replaced with conforming units at no cost to SRTA.

6.12 Coordination with Other Contractors

There are several other contractors working with SRTA on the System. Some of these are directly related to the work being done by the maintenance Contractor and some are not, but it is imperative that the maintenance Contractor cooperate and coordinate activities where appropriate to ensure a smooth operating system. Examples of other contractors are: Toll System Operator, Customer Service Center Operator, security maintenance, software maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. The Contractor with the winning Proposal under this RFP must take whatever steps are deemed necessary by SRTA to accommodate this requirement.

6.13 Maintenance of Traffic

SRTA is very sensitive to the maintenance of traffic during peak periods. The Contractor must protect the maintenance of traffic during peak hours. The Contractor must provide lane-closing procedures. Where possible, maintenance activities that require lane closures will be performed during off-peak times, nights and weekends. The Contractor will inform SRTA of any maintenance activities that will require the closing of any lanes.

6.14 Documentation – Maintenance Records

The Contractor shall maintain current and accurate records for all system maintenance work. The records shall be organized and managed by a computerized data and information management system, preferably this will be functionality which is incorporated in the Contractor's MOMS. The Contractor must maintain records in an electronic form easily retrievable and transferable to SRTA. All records are the property of SRTA and as such SRTA has the right to review and retrieve data and records at any time electronic or hard copy. The Contractor must provide a full explanation of how and what system is going to be used to fulfill this requirement. SRTA must have direct access to the Contractor's maintenance database. Within no more than 5 days after the conclusion of this Contract, all maintenance records shall be given by the Contractor to SRTA.

6.15 Reports

The Contractor must communicate with SRTA on activities being undertaken, progress being made, statistical analysis, recommendations, potential problem areas, and other timely topics. Communication can and should occur in many forms; however, it is of the utmost importance that SRTA receives periodic reports to document the status of the System and the work of the Contractor. There are many reports referred to in the scope. These are the minimum requirement. The following is a list of some of the required reports to provide a reference point for the Contractor. The Contractor should provide a sample report for each, with an explanation of what

the report accomplishes. It is acceptable for the Contractor to accommodate certain reporting requirements with a combined report on various components, as long as the report makes sense and provides the data and analysis that SRTA is requesting. The required reports are:

- a) System Availability Report (Weekly, Monthly, Quarterly, Annually)
- b) Status Report on Adherence to the Maintenance Plan (Monthly, Quarterly, Annually)
- c) Preventive Maintenance Schedule (Weekly, Monthly)
- d) Preventive Maintenance Activities (Weekly, Monthly)
 - i. Must show actual activities performed and compare to scheduled activities.
- e) Preventive Maintenance Status Report (Monthly, Quarterly, Annually)
 - i. Must show status of plan & any appropriate statistical analysis.
- f) Predictive Maintenance Report (Monthly, Quarterly)
 - i. Should show status of main components, expected life, replacement analysis, etc.
 - ii. MTBF Analysis - Component Mean Time Before Failure.
- g) Corrective Maintenance Activity Report (Monthly, Quarterly, Annually)
 - i. Should include monthly activities and cumulative analysis to include response and repair time analysis.
 - ii. Response Time Report – Detailed and Summary Average (Monthly)
 - iii. Repair Time Report –Detailed and MTTR- Mean Time To Repair – Major Components (Monthly)
 - iv. Statistical Comparison of Response & Repair Time to Contractual Requirements (Monthly)
- h) Annual Comprehensive Maintenance Activity & Statistical Analysis Report
- i) Spare Parts Inventory (Monthly)
 - i. Inventory Listing, Status and Value
 - ii. Parts Usage & Lead Time Analysis
 - iii. Recommended increases or decreases in levels of various components
 - iv. Identification of parts no longer available and how the equipment can be maintained (i.e., rebuild parts, substitute parts, replace equipment, etc.). This information should be accompanied with the costs associated with each alternative.
- j) Employee Bond Certification (Annually, When Necessary).

EXHIBIT “A”
CERTIFICATION OF PROPOSER

All spaces below are to be filled in and this sheet **must** be incorporated within as the first page of the response to this Request for Proposals (RFP).

Response of:

Firm Name: _____

Contact Name: _____

Address: _____

Telephone: _____ Facsimile: _____

Email: _____

I, _____, being duly sworn, state that I am a/the _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosures and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the RFP is full, complete, and truthful.

I further certify that the proposer and any principal employee of the proposer has not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor had had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer has not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer has not in the immediately preceding five 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.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that SRTA may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the proposer and that SRTA may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing SRTA to award a contract.

I further certify that I am authorized to sign this proposal for the firm named above. I further certify that this proposal is made without prior understanding, agreement, or connection with any other company or person submitting a separate proposal for the same services, and is in all respects fair and without collusion or fraud. I further certify that the provisions of O.C.G.A. §§ 45-10-20 *et seq.* have not been violated and will not be violated in any respect.

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 or rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia or of the United States, including but not limited to O.C.G.A. § 16-10-20, 18 U.S.C. § 1001 or 18 U.S.C. § 1341.

On behalf of the firm named above, I further certify that such firm has and will abide by all conditions set forth in this RFP.

Signature

Sworn and subscribed before me this ____
day of _____, 200_.

Notary Public

My commission expires: _____

EXHIBIT “B”

HARDWARE MAINTENANCE

PRICING SCHEDULES

SRTA
Electronic Toll Collection System Hardware
Maintenance
Pricing Summary

Year	Pricing Item / Task	Monthly Fee	Quantity	Total
2009	System Hardware Maintenance	_____	12	_____
2010	System Hardware Maintenance	_____	12	_____
2011	System Hardware Maintenance	_____	12	_____
2012	System Hardware Maintenance (optional)	_____	12	_____
	Maintenance Online Management System (MOMS – includes installation and license for use within the Term of this Contract)		1	_____
	Total Contract Amount			_____
	Maintenance Online Management System Annual License Fee (for use beyond the Term of this Contract)		ea	_____

EXHIBIT “C”

SAMPLE CONTRACT

**TOLL COLLECTION SYSTEM
HARDWARE MAINTENANCE CONTRACT**

THIS CONTRACT is made and entered into as of the _____ day of _____, 200__, by and between the STATE ROAD AND TOLLWAY AUTHORITY, a body corporate and politic and an instrumentality and public corporation of the State of Georgia (“SRTA”), and _____ (the “Contractor”).

WHEREAS, SRTA desires to engage a qualified and experienced Contractor to provide toll collection system hardware maintenance services, as set forth in the requirements in the RFP # 48499-09-00001 incorporated hereto; and

WHEREAS, the Contractor has represented to SRTA that it is experienced and qualified to provide the toll collection system hardware maintenance services detailed in the RFP issued by SRTA and the Contractor’s Proposal submitted in response to the RFP, and SRTA has relied upon such representations; and

WHEREAS, SRTA has gone through a documented thorough evaluation and selection process and has selected the Contractor to provide the toll collection system hardware maintenance services; and

WHEREAS, pursuant to O.C.G.A. § 32-10-63(5), SRTA is authorized to contract for said services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Scope of Work

(a) Contractor agrees to provide and deliver all of the services and deliverables set forth in the RFP and the Contractor’s Proposal (collectively known as the “Services”).

(b) The Contractor warrants that the Services required will be performed in a workmanlike and professional manner, consistent with the level of care and skill ordinarily exercised by other providers of similar Services under similar circumstances at the time the Services are provided.

(c) The Services shall be performed by the Contractor within any time period specified by SRTA.

2. Inclusion and Priority of Documents

The RFP and any addenda thereto (and any documents referenced therein), which are incorporated herein as Exhibit _____ (RFP and any amendments) and the Contractor's Proposal (and any documents referenced therein) submitted in response thereto, which are incorporated herein as Exhibit _____ (Proposal and change orders), are incorporated into this Contract by reference and form an integral part of this Contract. In the event of a conflict between the documents, the documents referenced herein shall govern the contractual relationship between the Contractor and SRTA, and shall control one over another in the following order: the Contract, the RFP, and the Contractor's Proposal.

3. Duration of the Contract

This Contract shall begin on [REDACTED] and shall continue until December 31, 2011 (hereinafter referred to as the "term"). SRTA may elect to renew this Contract on the same terms and conditions for up to one additional one-year period beginning January 1, 2012, and ending December 31, 2012. The annual renewal of the Contract shall be at the sole discretion of the SRTA.

4. Payment

The Contractor shall be compensated as set forth in the RFP and the Proposal. SRTA shall remit payment to the Contractor within thirty days after receipt of each invoice, unless the SRTA disputes the amounts indicated on the invoice. SRTA shall not be obligated to make payment until disputes concerning invoices/billing are resolved to the satisfaction of the SRTA. In no event shall the Contractor be entitled to charge SRTA late fees, collection fees, attorney's fees, interest, or other fees incurred by the Contractor as a result of non-payment by the SRTA. Services to be provided by the Contractor shall not be withheld or disrupted due to non-payment by the SRTA pursuant to this provision.

5. Contractor Personnel

- A. Contractor shall provide sufficient professional personnel and staffing to perform the Services. Contractor warrants and represents that all persons assigned to perform under this Contract shall be employees or authorized subcontractors of Contractor and shall be fully qualified to perform the Services. Contractor shall include a similar provision in any agreement with any subcontractor selected to perform any work and/or to provide any deliverables. Personnel commitments made in Contractor's Proposal shall not be changed unless approved by SRTA. Contractor's failure to continuously provide adequate staffing as indicated and identified in the RFP and the Proposal may result in the termination of this Contract. All of Contractor's or subcontractor's personnel shall comply with SRTA's reasonable confidentiality and security requirements while on SRTA's premises.
- B. SRTA shall have the absolute right to require the Contractor to remove an employee or subcontractor from performing under this Contract. In the event of

such removal, Contractor will replace the employee with the appropriate personnel within the time specified by SRTA.

- C. Contractor shall assign a Project Manager who shall interface with the designated SRTA Project Manager during the performance of Services.

6. Relationship of the Parties.

Each party, in the performance of this Contract, shall be acting in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. The employees, agents, partners or contractors of one party shall not be deemed or construed to be the employees, agents, partners or contractors of the other party for any purposes. Neither party shall assume any liability of any type on behalf of the other party or any of such other party's employees, agents, partners or contractors. The parties expressly understand and agree that Contractor is an independent contractor of SRTA in all manner and respect and that neither party to this Contract is authorized to bind the other party to any liability or obligation or to represent in any way that it has such authority. Contractor shall be solely responsible for all payments to its subcontractors, agents, consultants, suppliers, employees, partners or any other parties with which it does business including, but not limited to, paying all benefits, taxes and insurance, including workmen's compensation insurance, for its employees.

7. Subcontracting and Assignment

Other than as specified in the RFP, Contractor shall not subcontract, assign or otherwise permit anyone other than Contractor's personnel to perform any of the work and/or provide any of the Services under this Contract, or assign any of its rights or obligations hereunder without SRTA's written consent. Contractor warrants that it shall make timely payments for work performed to any subcontractor hereunder and Contractor shall indemnify and hold harmless the SRTA and the State of Georgia for any breach of this warranty.

8. Conflicts of Interest.

The Contractor represents and warrants that it, its principals, its employees, and all others in close association with it, have no conflict of interest or of time, directly or indirectly, that would prevent timely performance of the Services in a manner that is free of appearance or fact of impropriety. The Contractor promises to allow no such conflict to arise and promises to disclose such a conflict in the event that, nevertheless, one develops.

9. Indemnification.

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State (including the State Tort Claims Trust Fund and any other self-insurance program or insurance maintained by the State), SRTA, and their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss or damage (including but not limited to reasonable attorney's fees) growing out of, or otherwise happening in connection with this

Contract, due to any act or omission on the part of Contractor, its agents, employees, Subcontractors, or others working at the direction of Contractor or on its behalf, unless specifically directed in writing by SRTA to perform such act or omission; or due to any breach of this Contract by Contractor; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on its behalf.

THIS INDEMNIFICATION SHALL APPLY NOTWITHSTANDING THE FACT THAT THE INDEMNITEES MAY BE PARTIALLY RESPONSIBLE FOR THE SITUATION GIVING RISE TO THE CLAIM. HOWEVER, CONTRACTOR SHALL ONLY BE LIABLE TO THE EXTENT OF CONTRACTOR'S CONTRIBUTION TO THE SITUATION GIVING RISE TO THE CLAIM. IT WILL NOT BE DEEMED CONTRACTOR'S CONTRIBUTION IF CONTRACTOR IS PERFORMING AS SPECIFICALLY DIRECTED BY SRTA, EXCEPT FOR CRIMINAL OR OBVIOUSLY ILLEGAL ACTS OR OMISSIONS. THIS INDEMNIFICATION SHALL APPLY NOTWITHSTANDING THE FACT THAT A CLAIM RESULTS IN A MONETARY OBLIGATION THAT EXCEEDS ANY CONTRACTUAL COMMITMENT. THIS INDEMNIFICATION SHALL NOT APPLY IF THE SITUATION GIVING RISE TO THE CLAIM RESULTS SOLELY FROM THE ACT, OR OMISSION OF INDEMNITEES.

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the duration of this Contract, the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund and any other self-insurance program or insurance maintained by the State (the "Fund"), the Contractor agrees to reimburse the Fund for such funds paid out by the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation with regard to General Liability, Auto Liability Insurance, and the Commercial Umbrella Policy with respect only to General and Auto Liability, against the State, the Indemnities, and the Fund and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, procure a Commercial General Liability Insurance Policy, including personal and advertising liability (or a Comprehensive General Liability Policy with endorsement to insure contractual liability, broad form property damage, personal injury, personal and advertising liability), and the other insurance policies in coverage amounts as specified in this Contract, with endorsement, waiving right of subrogation with regard to General Liability, Auto Liability Insurance, and the Commercial Umbrella Policy with respect only to General and Auto Liability, against the State, the Indemnities, the Fund and insurers participating thereunder.

Without restricting the authority of the Attorney General or the Georgia Department of Administrative Services ("DOAS"), Contractor shall, at its expense, be entitled to participate to the fullest extent allowed by law and shall have the duty to participate in the defense of any suit against the Indemnities. Neither Contractor nor its insurer shall be permitted to settle or compromise any claim, loss or damage asserted against the Indemnities without the express approval of the Indemnities, the Attorney General, and/or DOAS, where required.

10. Insurance.

(a) For the term of this Contract, the Contractor shall procure and maintain insurance which shall protect the Contractor and SRTA (as an additional insured) from any claims for professional errors, bodily injury, property damage, or personal throughout the duration of the Contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish to SRTA an insurance certificate listing SRTA as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to this Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to SRTA.

(b) Without limiting the foregoing, the Contractor will promptly obtain and maintain the following types of insurance coverage and comply with the following provisions:

(1) Workers' Compensation Insurance: With limits as required by law.

(2) Commercial General Liability Policy:

Combined Single Limits: \$1,000,000.00 per person
\$3,000,000.00 per occurrence

The Commercial General Liability Policy shall include contractual liability coverage and must be on an "occurrence" basis. A Comprehensive General Liability Policy may be substituted for the Commercial General Liability Policy if the Comprehensive General Liability Policy has been endorsed to insure contractual liability, broad form property damage, and personal injury liability.

(3) Business Automobile Liability Policy:

Combined Single Limits: \$1,000,000.00 per person
\$3,000,000.00 per occurrence

(4) Malpractice/Professional Liability Policy: Any other provisions herein to the contrary notwithstanding, the Malpractice/Professional Liability Policy may be on a "claims made" basis but then must have a tail of at least two years following the termination or expiration of this Contract. It must provide liability limits of \$3,000,000.00 per occurrence.

- (c) Except as otherwise expressly stated herein, all policies must be on an “occurrence” basis.
- (d) The foregoing policies must contain a provision that the policies will not be canceled, not renewed, or allowed to lapse, for any reason until at least 30 days prior written notice has been given to SRTA. Certificates of insurance showing such coverage to be in force must be filed with SRTA no later than 14 business days after the commencement of any work under this Contract. The policies must be obtained from insurance companies licensed to do business in the State of Georgia and must be with companies acceptable to SRTA.

11. Liquidated Damages; Right to Assess.

The Contractor and SRTA hereby acknowledge and agree the following:

- A. SRTA's damages for failure of the Contractor to meet the response and repair times as specified in the RFP are difficult or impossible to accurately estimate or calculate;
- B. The liquidated damages amounts set forth in this Section are reasonable pre-estimates of what SRTA's damages would be in the event of Contractor fails to comply with the time requirements for the performance of the services specified in this paragraph and, if assessed, shall be SRTA’s sole financial remedy with respect to such events;
- C. It is the Parties mutual intention that this Section provide for liquidated damages to compensate SRTA upon the occurrence of such an event, rather than penalties to deter Contractor from breaching this Contract and/or to punish Contractor upon the occurrence of such an event;
- D. To the extent an event occurs for which liquidated damages are assessable under more than one subsection in this Section, SRTA shall recover under only such subsection that provides for the highest aggregate amount of liquidated damages; and
- E. SRTA has the right, in its sole discretion, to waive (in whole or in part) payment by Contractor of liquidated damages due hereunder. A waiver in any one instance shall be strictly limited to that specific instance and shall not in any way constitute or be construed to be a waiver of the payment of any other liquidated damages that are due or may become due hereunder.

If any of the events described in this Section occur, SRTA shall have the right to assess Contractor for liquidated damages, provided that nothing contained in this Section shall relieve Contractor of any of its obligations pursuant to this Contract:

\$400 per hour or fraction thereof for failure to timely respond to a notification that an equipment failure of Major System Hardware Components has occurred during a Peak Period that directly affects toll collections or impairs audits;

\$200 per hour or fraction thereof for failure to timely respond to a notification that an equipment failure of Major System Hardware Components has occurred during a Non-Peak Period that directly affects toll collections or impairs audits;

\$400 per hour or fraction thereof for failure to timely repair an equipment failure of Major System Hardware Components occurring during a Peak Period that directly affects toll collections or impairs audits; and

\$200 per hour or fraction thereof for failure to timely repair an equipment failure of Major System Hardware Components occurring during a Non-Peak Period that directly affects toll collections or impairs audits.

In the event Contractor fails to perform any terms of this Contract in any manner other than the above enumerated events, then SRTA shall be free to pursue and any all legal remedies, including, but not limited to, seeking actual damages.

12. Records Retention and Audit Rights

Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's performance of Services under this Contract (hereinafter referred to as the "Records").

Contractor agrees to make available, at all reasonable times during which this Contract is in effect the Records for inspection or audit by any authorized representative of SRTA or the Georgia State Auditor.

Within no more than 5 days after the termination of this Contract for any reason, all maintenance records shall be given by the Contractor to SRTA.

Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor or any of his or her duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims or exceptions have been disposed.

13. Risk of Loss

Contractor shall have sole responsibility for risk of loss to Contractor-owned facilities, equipment and other goods.

Contractor shall, as quickly as is practicable, correct at its expense all deficiencies. SRTA shall not unreasonably withhold or delay such acceptance or rejection.

14. Cooperation, Transition of Services, and End of Contract Responsibilities

A. This Contract is entered into solely for the convenience of SRTA, and it in no way precludes SRTA from obtaining like services from other vendors. In the event that the

SRTA enters into any agreement at any time with any other vendor(s) for additional work related to Services, Contractor agrees to cooperate fully with such other vendors in order to facilitate the performance of work and/or provision of deliverables by such other vendors and to refrain from any activity which would interfere with performance of work and/or provision of deliverables by such other vendor.

- B. Upon expiration or earlier termination of this Contract or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services from Contractor to SRTA, or to any replacement provider designated by SRTA, without any interruption of, or adverse impact on the Services or any other services provided by third parties. Contractor shall cooperate fully with SRTA or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.
- C. The Contractor shall perform the end of Contract responsibilities as specified in the RFP or as otherwise specified by SRTA upon the expiration or earlier termination of this Contract.

The parties acknowledge and understand that Contractor's failure to comply with the terms and conditions as stated hereinabove shall adversely affect SRTA and result in monetary loss to SRTA. SRTA shall assess, audit, and certify to the Contractor monetary losses resulting from the Contractor's failure to comply with the provisions of this paragraph. SRTA's determination as to the amount of the monetary loss suffered shall be conclusive and Contractor shall compensate SRTA for said loss within thirty (30) days of such a determination.

15. Termination

A. Termination for Cause:

SRTA may, in its sole discretion, determine that Contractor is failing to substantially comply with the terms and conditions of this Contract. SRTA shall provide written notice thereof to the Contractor. The notice must identify specific incidents or circumstances comprising the failure of performance. As soon as is practicable, but no more than five business days after receipt of said notice, the appropriate representative of both parties shall meet to discuss the performance failure. In the event the complaint is not resolved within the amount of time mutually agreed upon by both parties or if the parties fail to agree to a mutual time frame for resolution, SRTA may terminate this Contract upon 3 calendar days' written notice to the Contractor.

B. Termination for Convenience

SRTA may terminate this Contract upon 30 days' written notice, which shall commence upon the date of said notice. All Services as specified in the RFP under this Contract shall, at the option of the SRTA, become the property of the SRTA within 5 days of the termination.

16. Parties Bound.

This Contract will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each party.

17. Miscellaneous Provisions

The parties agree that any contracts developed and awarded pursuant to this Contract and all work and procedures related to said contracts, shall, at all times, conform to the applicable federal and state laws, rules, regulations, orders and approvals, including specifically, procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, information, and auditing and reporting provisions.

18. Time of the Essence; Force Majeure.

Time is of the Essence for this Contract. However, neither party shall be liable to the other party for any delay or failure of performance due to circumstances outside the reasonable control of the affected party, including but not limited to fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war.

19. Trading with State Employees.

The Contractor warrants that the provisions of O.C.G.A. §§45-10-20 *et seq.* have not and will not be violated under the terms of this Contract.

20. Governing Law and Venue.

This Contract is a Georgia agreement made under the laws of the State of Georgia. It will be enforced according to Georgia law without regard to its conflict of laws rules or any other rules directing referral to foreign law or forums. Any suit on a claim arising from this Contract must be brought in the United States District Court for the Northern District of Georgia, Atlanta Division, or in the Superior Court of Fulton County, Georgia.

21. Notices.

All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and transmitted via hand delivery, overnight courier, electronic mail, or certified mail (return receipt requested), to the parties at the respective addresses set forth below. Notices will be deemed to have been given when received.

For SRTA:

Terry Slack, Chief Operating Officer
State Road and Tollway Authority
101 Marietta Street, Suite 2500
Atlanta, Georgia 30303
Phone: (404) 893-6105
Fax: (404) 893-6144

For the Contractor:

E-mail: tslack@georgiatolls.com

22. Compliance with Laws; Taxes.

The Contractor will pay all taxes lawfully imposed upon it that may arise with respect to this Contract. The Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, and local government laws and regulations now or hereafter in effect, including without limitation rules required by any federal grant funding payment by SRTA.

23. Drug-Free Workplace.

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
 - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

24. Remedies Cumulative

The rights and remedies of SRTA under this Contract are cumulative of one another and with those otherwise provided by law.

25. Waiver and Severability.

The waiver by SRTA of a breach of any provision of this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Contract. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the parties contradictory to the terms hereof. All

provisions of this Contract are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the parties.

26. Headings.

The captions in this Contract are solely for convenience, and will not affect the interpretation of any terms of this Contract.

27. Counterparts.

The parties may execute this Contract in counterparts.

28. Entire Contract; Amendment.

This Contract contains the entire agreement between the parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the parties, whether oral or written. SRTA shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document prepared by the Contractor which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. No amendment to this Contract shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed effective as of the day and year first above mentioned.

STATE ROAD AND TOLLWAY AUTHORITY

By: _____
Gena L. Evans, Ph.D
Executive Director

Attest: _____
Terri Slack
Chief Operating Officer

NAME OF CONTRACTOR

By: _____