



**REQUEST FOR PROPOSALS
TOLL COLLECTION PERSONNEL SERVICES**

RFP # 48499-09-00002

**RFP posted: May 19, 2009
Proposals Due: July 7, 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 personnel services.

The anticipated duration of the Contract to be entered into as a result of this Request for Proposals (“RFP”) is through December 31, 2011. SRTA may elect to renew the Contract on the same terms and conditions up to five (5) possible renewal periods each with a term of up to six (6) months. 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 high quality toll collection services from individuals trained in the duties of cash handling, toll support operations and customer service (“Toll Collection Personnel”). Services to be provided by Toll Collection Personnel will include collecting the correct tolls from consumers using the Georgia 400 (“GA 400”) Toll Facility, engaging in appropriate communications with internal and external customers, and presenting a professional and courteous image to GA 400 patrons during the course of toll collection operations. Toll Collection Personnel are expected to handle toll transactions quickly and accurately to reduce traffic delays. Toll Collection Personnel shall ensure that toll booths on GA 400 are properly staffed and operated on a 24-hour-per-day, 7 day-per-week basis, including weekends and holidays. All monies collected during toll collection operations shall be professionally handled and maintained by Toll Collection Personnel in accordance with all SRTA cash processing procedures.

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 extensive experience in manual toll collection, cash handling and customer service will be best able to provide the level of personnel 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.

2. 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. Some of that capability is dependent on the success of this RFP. 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.

3. SCOPE OF SERVICES

The Scope of Services to be provided by the selected Vendor shall include the following:

3.1 Identification of Toll Collection Personnel Services Being Sought

Vendor's Toll Collection Personnel will be comprised of Toll Cashiers, Lead Cashiers, Change Runners, Control Room Operators, and Vendor Management. The services to be performed by Toll Collection Personnel include, but are not limited to, the following:

Toll Cashiers will be responsible for accepting tolls from GA 400 Toll Plaza patrons, making correct change, maintaining an accurate cash drawer, responding to general inquiries from consumers related to the GA 400 corridor, and assisting patrons in adjacent lanes. Toll Cashiers should be able to lift and maneuver a thirty-five pound cash drawer.

Lead Cashiers will be responsible for normal cashiering duties. Lead cashiers will assist Vendor Management with call-offs, emergencies, Toll Cashier concerns and problems that arise in the absence of Vendor Management. The Lead Cashier will act as a point of contact between SRTA Toll Plaza Management and Vendor Management.

Change Runners shall receive and/or deliver change as needed between a SRTA Supervisor and Toll Cashiers. Change Runners shall be able to safeguard and deliver 75 pounds of coins and receive the proper dollar equivalent in exchange. Change Runners will restock supplies and materials to the booths and ensure/maintain the cleanliness of all Toll Cashier work and break areas. Change Runners will also act as relief personnel to conduct breaks.

Control Room Operators will assist in supervising the activities of the Vendor's Toll Cashiers. The duties include answering phones and intercoms, data entry, maintaining files, and supplies. Duties also include assisting customers, monitoring

traffic, assisting with change runs, and pushing/pulling vaults via a towing mechanism. The Control Room Operator will function as a part of Vendor Management in the absence of the Vendor Management and a Lead Cashier.

Vendor Management shall include a Manager and an Assistant Manager who will be responsible for creating and managing work schedules that are acceptable to SRTA Toll Plaza Management for Toll Cashiers, Lead Cashiers, Change Runners and Control Room Operators.

Vendor's Toll Collection Personnel shall, at all times during the Contract, be employees of Vendor and under no circumstances shall they be employees of SRTA.

3.2 GA 400 Toll Plaza Operations

The Vendor shall provide sufficient Toll Cashiers, Lead Cashiers, Change Runners, Control Room Operators, and Vendor Management necessary for the proper operation of the GA 400 Toll Plaza on a 24 hour-per-day, 7 days-per-week basis, including weekends and holidays. Vendor Management shall be on-site at the GA 400 Toll Plaza from 6:00 a.m. until 9:00 p.m. Monday thru Friday to ensure no disruption of the services contemplated in this RFP. A Lead Cashier shall be provided at all hours of operation in which Vendor Management is not on-site. Each member of Vendor Management dedicated to the GA 400 Toll Plaza shall be on call 24-hours-per-day, 7 days-per-week and must be available to assign, substitute or add personnel to the GA 400 Toll Plaza as necessary.

All management personnel assigned to the GA 400 Toll Plaza will be required to provide telephone contact information so that they can be reached during on-call hours. A monthly on-call schedule for management personnel staffed at the GA 400 Toll Plaza will be provided by the Vendor.

All performance issues, concerns, and disciplinary actions (including personnel actions) pertaining to Vendor's Toll Collection Personnel will be handled by Vendor Management. On any occasion when Vendor Management is not on-site (i.e., outside of the hours of 6:00 a.m. through 9:00 p.m. on weekdays and all day on holidays and weekends), operational issues identified by SRTA Toll Plaza Supervision/Management may be addressed with Vendor's Lead Cashier.

3.3 Scheduling of Toll Collection Personnel by Vendor

Vendor Management will be responsible for creating and managing a working schedule that is acceptable to SRTA Toll Plaza Management for Toll Cashiers, Lead Cashiers, Change Runners and Control Room Operators.

During the start-up period, the Vendor selected to provide Toll Collection Personnel Services shall coordinate with the existing contractor to ensure that all toll booths are manned according to schedule and the flow of traffic is not interrupted. The Vendor shall provide Toll Cashiers and Change Runners to staff the toll booths in accordance with the

“Toll Booth Operating Hours” (Exhibit A). The Vendor shall provide a staffing plan demonstrating how the facility’s staffing requirements will be met. Under no circumstances shall a shift exceed 8 working hours unless mutually agreed to in writing by SRTA Toll Plaza Management and the Vendor. Overtime or additional pay for holidays will not be provided by SRTA to the Vendor or its employees.

The Vendor shall provide a feasible shift schedule assuring full coverage of toll booths showing breaks and lunches, as outlined in the Toll Booth Operating Hours.

SRTA Toll Plaza Management and the Vendor will coordinate the scheduling of the Vendor’s employees; provided, however, that SRTA Toll Plaza Management shall have the final approval of any and all Toll Collection Personnel schedules. The Vendor shall submit to SRTA Toll Plaza Management a weekly staffing schedule at least one week in advance.

The Vendor shall maintain a reserve pool of qualified and trained Toll Collection Personnel so that the GA 400 Toll Plaza can be appropriately staffed according to the schedule approved by SRTA Toll Plaza Management, in the event of illness, emergencies and vacations.

3.4 Remuneration for Toll Personnel Collection Services

The cost to the Vendor for Toll Cashiers, Lead Cashiers, and Change Runners shall be a minimum of \$9.00 per hour. The Vendor shall comply with all provisions of the Fair Labor Standards Act governing working hours and the payment of overtime.

The Vendor shall be paid by SRTA only for those hours actually worked by its Toll Collection Personnel and shall not be paid for any breaks and meals taken. For a Toll Cashier or Lead Cashier, a shift shall commence at the time he or she picks up his/her change fund drawer at the Toll Plaza to commence toll cashiering duties. The shift will end when the Toll Cashier has his/her change fund drawer audited by a SRTA Toll Plaza Supervisor, reset to the original amount, and his/her change fund drawer is placed in the safety deposit box. The Vendor will repay on a weekly basis any cash shortages that are incurred by any of its Toll Collection Personnel following the receipt of written documentation from SRTA identifying same.

For a Change Runner, a shift shall commence at such time as he or she clocks in and enters the count room. His or her shift will be 8 hours in duration.

For a Control Room Operator, a shift shall commence at such time as he or she clocks in and enters the control room. His or her shift will be 10 hours in duration.

Shifts for Vendor Management will begin at 6:00 a.m. and end at 9:00 p.m. Vendor Management will be allowed to select preferred shift durations. Regardless of the selected shift duration, Vendor Management personnel are required to be on-site at the

Toll Plaza beginning at 6:00 a.m. and ending at 9:00 p.m. Monday through Friday (excluding holidays).

The Vendor shall supply to SRTA a payroll invoice for payment either on a weekly or bi-weekly basis. The payroll invoice shall be broken out by each employee's name, position, and all hours actually worked (less all meal periods and breaks) by that person. Each individual category of Toll Collection Personnel (e.g., Toll Cashiers, Change Runners, etc.) shall have a total number of hours worked with the hourly rate for each reflected at the bottom of the invoice, along with the total for each group. Supporting documentation, such as electronic time cards and/or electronic time clock printed records, shall be provided with the invoice. The Vendor, at its own expense, shall supply and install in a designated location at the GA 400 Toll Plaza all time recording equipment at no additional cost to SRTA.

In the event the Vendor offers its Toll Collection Personnel any benefit programs, these benefit programs shall be between the Vendor and its employees, and not with SRTA.

3.5 Toll Collection Personnel Qualifications/Work Conditions Related to Employment

3.5.1 Minimum Qualifications for Applicants for Employment by Vendor as Toll Collection Personnel

All of the Vendor's Toll Collection Personnel shall at all times meet the following minimum qualifications:

- Be at least 18 years of age;
- Have access to a telephone for work scheduling purposes;
- Hold a high school diploma or its equivalent;
- Be able to verify his or her identity and authorization to work legally in the United States;
- Have not been found guilty of, pled guilty, or nolo contendere to any felony or to any misdemeanor involving violence or the taking of money or property of another; and
- Be fluent in speaking and understanding English in order to answer patron questions and provide directions.

For all Toll Collection Personnel, the Vendor shall be responsible for performing the screening, background checks and evaluations listed below:

- Drug Testing;
- National Criminal Records Check;
- Work Status Verification; and
- Ability to be Bonded

All costs incurred in screening, checking, and evaluating employees shall be borne by the Vendor.

The Vendor shall provide written documentation to SRTA that each member of its Toll Collection Personnel has met all the minimum qualifications as well as screening and evaluation criteria for employment. This documentation shall be submitted to SRTA Toll Plaza Management for approval before any applicant for employment by Vendor is permitted to be trained.

The Vendor also shall provide SRTA with a written certification acceptable to SRTA or on a form provided by SRTA that all Toll Collections Personnel hired will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana. At all times the Vendor shall maintain a drug-free workplace. Toll Collection Personnel found to have engaged in unlawful activities as it relates to drugs shall be discharged immediately by the Vendor. At all times, the Vendor shall comply with all applicable state and federal employment laws.

3.5.2 Conditions Related to Employment as Toll Collection Personnel

SRTA has a small furnished office space available on-site for the Vendor with one telephone provided. SRTA will not provide a computer or a dedicated phone line for a computer. SRTA reserves the right to determine what equipment may be stored by the Vendor in the office space provided.

SRTA will make available to Vendor's Toll Collection Personnel toilet facilities, storage lockers, a microwave oven, a refrigerator, drink and snack vending machines, and a sink.

All members of Vendor's Toll Collection Personnel must provide their own transportation to and from the GA 400 Toll Plaza and must remain at the Toll Plaza during breaks and meals taken during scheduled work hours.

A security badge will be provided by SRTA to each of the Vendor's Toll Collection Personnel that shall be utilized exclusively by its recipient for gaining access during regularly scheduled work hours to the appropriate passages and rooms necessary to fulfill one's work duties. This security badge is the property of SRTA and must be signed for when initially assigned and returned when employment concludes. The replacement cost for any security badges that are lost, misplaced, damaged or destroyed by Toll Collection Personnel shall be incurred by the Vendor.

The Vendor shall issue uniforms to its Toll Collection Personnel consisting of long and short-sleeved shirts and jackets, which shall be worn with khaki or tan pants. All uniforms shall be approved by SRTA and must be worn at all times Toll Collection Personnel are on the premises of the GA 400 Toll Plaza. The costs of these uniforms shall be borne by the Vendor.

Toll Collection Personnel shall convey to the public a neat and professional appearance at all times. Shirts, jackets and pants worn by Toll Collection Personnel shall be pressed and in good condition, with no visible holes, stains or tears. Uniform shirts and jackets provided by the Vendor shall bear its logo. Jogging/athletic style pants, stretch pants, shorts, miniskirts and skorts shall not be worn. High heels, open-toe, and open-heel shoes present a safety hazard and are not permitted at the Toll Plaza.

At all times, the Vendor's employees shall conduct themselves in a manner that does not reflect negatively on SRTA. Under no circumstances shall Toll Collection Personnel interact with toll patrons in a rude, impolite or profane manner. Further, no member of Toll Collection Personnel may use SRTA's name, image or logo without permission, or solicit/accept tips, gifts, or other gratuities from toll patrons or SRTA employees. For any reason or no reason, SRTA expressly reserves the right to direct the Vendor to remove any of its Toll Collection Personnel from the Toll Plaza, which the Vendor shall do immediately.

3.6 Training of Toll Collection Personnel by Vendor

The Vendor shall provide a Basic Training Course to all Toll Collection Personnel including Toll Cashiers, Lead Cashiers, Change Runners, Control Room Operators, and Vendor Management, prior to any of these members of Toll Collection Personnel being assigned to the GA 400 Toll Plaza. The Vendor shall provide all handbooks, videos, and/or other employee materials to SRTA Toll Plaza Management for review and approval in advance of any training being performed.

The Basic Training Course provided by the Vendor will encompass, but not be limited to:

- Customer Service;
- Cash Handling;
- Interpersonal Communication;
- Positive Attitudes; and
- Job Safety

Training at the start of the initial Contract will be paid for by SRTA for a maximum of 40 employees at 16 hours each. For the remainder of the first twelve months, SRTA will pay for training a maximum of 30 additional employees at 16 hours each. For the remainder of the Contract and for any renewals, SRTA will pay for training up to a maximum of 30 new employees at 16 hours each per year. All training hours for Toll Collection Personnel will be paid at 75% of the Contract price for the Toll Cashier hourly rate.

After each member of the Vendor's Toll Collection Personnel completes the on-site Basic Training Course for 16 hours at GA 400 Toll Plaza, the Vendor's Toll Cashiers and Lead Cashiers must pass SRTA's Toll Cashier Training Test. After completion of this test, SRTA Toll Plaza Management will make the final determination whether the Vendor's Toll Cashiers and Lead Cashiers are eligible to be placed on the schedule. All

approvals will be given to the Vendor by SRTA in writing. No payments will be made to the Vendor for any training other than what is described herein and above.

4 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.

4.1 Procurement Schedule

EVENT	DATE	TIME (Eastern Standard Time)
Issuance of RFP	5/19/2009	N/A
Mandatory On-site Pre-Bid Meeting	6/9/2009	1:00 p.m.
Written Questions Due	6/12/2009	4:00 p.m.
Final Response Date for Questions	6/18/2009	4:00 p.m.
Due Date for Proposals	7/7/2009	1:00 p.m.
Evaluation Committee Review of Proposals	Through 7/14/2009	N/A
Evaluation Committee—Oral Presentations	7/21/2009	Beginning at 9:00 a.m.
Completion of Evaluation Committee Analyses	7/28/2009	N/A
Notice of Intent to Award Contract	8/13/2009	1:00 p.m.
Contract Award	8/25/2009	N/A
Notice to Proceed	8/31/2009	N/A

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

4.2 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 RFP should be directed to Ms. Harris 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. Eastern Standard Time, on **June 12, 2009**. Only written inquiries made via e-mail or fax will be accepted by Ms. Harris 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.

4.3 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 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 are: **June 9, 2009 at 1:00 p.m.** Eastern Standard Time.

4.4 Proposal Due Date

Proposals will be received by SRTA until **1:00 p.m.** Eastern Standard Time on **July 7, 2009**.

4.5 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.

4.6 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 "C") and resumes. The Contractor shall provide the following 2 sets of documentation as part of its overall Proposal: the "Technical Proposal" and the "Pricing Proposal."

The "Technical Proposal," shall be numbered. A table of contents, with corresponding tabs, must be included to identify each section. Responses are limited to 15 or fewer double-sided pages using a minimum of an 11-point font. Any exhibits, affidavits, or other enclosure information called for may be included in an appendix and will not count toward the page limit. Each Technical Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of a respondent's capabilities. Fancy bindings, colored displays, and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content. **The content of all Technical Proposals must be categorized and numbered as outlined below and responsive to all requested information:**

A. Description and Resources of Firm

- A.1 Provide basic company information: Company name, address, name of primary proposing contact, telephone number, fax number, e-mail address, and company

website (if available). If the firm has multiple offices, the statement shall include information about the parent company and branch office separately. Identify the office from which the project will be managed, and this office's proximity to the GA 400 Toll Plaza. Provide the form of ownership, including state of residency or incorporation, and number of years in business. State whether the Proposer is a sole proprietorship, partnership, corporation, limited liability corporation, or other structure.

- A.2 Briefly describe the history and growth of the firm. Provide general information about the firm's personnel resources, including disciplines and the number of employees, locations and staffing of offices.
- A.3 State whether the firm has been involved in any litigation in the past 5 years, and provide details including parties, subject matter thereof, and the outcome. Describe the firm's experience with litigation with clients. List any active or pending litigation and explain the allegations being made.
- A.4 List any indictments handed down against the firm or any of its past or present principals in the past 10 years.
- A.5 Provide a statement of disclosure that will allow SRTA to evaluate possible conflicts of interest. Respondents must provide, in their own format, a statement of all potential legal or otherwise significant conflicts of interests that may be created by the respondent's consideration in the selection process or by the respondent's involvement in the project. Respondents should provide information as to the nature of relationship(s) with parties in any such potential conflict.
- A.6 Provide the name of the firm's insurance carrier(s), type(s) and level(s) of coverage, and deductible amounts per claim.
- A.7 List the firm's annual average revenue for the past 5 years.
- A.8 Supply financial references and main banking references.
- A.9 State whether the firm has been removed from any contract or failed to complete a contract as assigned.
- A.10 State whether the firm will be able to obtain a performance bond if a contract is entered into for the services contemplated in the RFP.
- A.11 Complete the Certification Form (Exhibit C) and provide a notarized original with response as section A.11 of the firm's Technical Proposal. *(This one-page form shall not be considered as part of the 15-pages that a firm is limited to submitting.)*

B. Experience and Qualifications

- B.1 Provide professional qualifications and a description of experience for principal management staff. The proposed manager's resume must be included.

- B.2 Provide information regarding the firm's experience for clients/projects of similar type, size, function, and complexity. Describe no more than 10 and no fewer than 5 accounts, in order of most relevant to least relevant, that demonstrate the firm's capabilities to provide Toll Collection Personnel staffing services to SRTA.

For each account, provide the following information:

- a. Client name, location and dates during which services were performed.

- b. A clear description of overall project and services performed by the firm.

- c. Exact length of service performed by the firm and overall project budget.

- d. Client's stated satisfaction with the service provided by the firm. (Include letters from clients, if possible).

- e. Client's current contact information.

- f. Provide letters of reference from at least 2 clients for whom services of similar size and scope were delivered. Letters of reference should describe the work completed, staffing levels, type of staff, and contain some specific examples on how quality staffing solutions were delivered on schedule and within budget and be signed by an employee at the executive level.

C. Statement of Suitability

- C.1 Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Provide evidence of the firm's fit to the project and/or needs of SRTA, and any special or unique qualifications for the project; current and projected workloads; logistical capabilities for working in proximity to SRTA offices; and any special services offered by the firm that may be particularly suitable for this project.

- C.2 Provide any non-discrimination, equal employment opportunities and grievance handling policies of the firm.

The "Price Proposal," shall include:

A Completed Pricing Schedule (Blank Pricing Schedule form is attached as Exhibit "B").

4.7 Separate Envelopes for Technical Proposals 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."

4.8 Required Copies

4.8.1 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.

4.8.2 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 PERSONNEL SERVICES
RFP # 48499-09-00002**

**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.

4.9 Proposals Submitted Late

Any Proposal received at **1:01 p.m. on July 7, 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.

4.10 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.

4.11 Right to Cancel

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

4.12 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.

4.13 Right to Reject

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

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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 4.8.1 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.

4.20 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.

4.21 Post-Award Debriefings

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

4.22 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.

4.23 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.

5 EVALUATION PROCESS

The object of this RFP is to select the Contractor most capable of providing toll collection personnel services for SRTA at the GA 400 Toll Facility at a competitive price. 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.

5.1 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.

5.2 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 ability for meeting the requirements of the Contract.

5.2.1 Oral Presentations and Interviews

As part of the evaluation of the Technical Proposal, SRTA will invite Proposers who score at least 350 points on their Technical Proposal ("short-listed 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.

5.3 Price Proposals

The Proposer shall submit a Price Proposal as defined in Exhibit “B”. All Price Proposals of short-listed Proposers will be opened after the evaluation of all Technical Proposals has been completed and scored. The Price Proposals will then be evaluated and scored.

5.4 Technical and Price Proposal Evaluation

The criteria for evaluating the contents of the Proposal include the following: 70% of the points will be awarded based on the Technical Proposal, and 30% 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
Firm's Stability	100
Firm's Experience and Qualifications	260
Firm's Past Performance	130
Firm's Suitability to Provide Staffing Services	160
Technical Proposal - Subtotal Points	650
Oral Presentation	50
Total Technical Points	700
Price Proposal	300
Maximum Possible Score	1000

*Note – Technical Proposals scoring less than 350 points before Orals will be considered non-responsive and the corresponding Price Proposal will not be evaluated.

5.5 Final Evaluation

Cost Score Adjustment: The Price Proposal with the lowest price will be awarded 300 points. All other cost proposals deemed to be acceptable will receive a prorated score calculated using the following formula:

$$L/R \times 300 = Z$$

Where: L = Total figure of the proposal with lowest price.
R = Total figure of the proposal being ranked.
Z = Assigned points.

An unrealistically low proposed cost may be grounds for eliminating a proposal from competition either on the basis that the proposer does not understand the requirement or the proposer has made an unrealistic proposal.

Technical Score Adjustment: Scores for the Technical Proposals will not be adjusted.

5.6 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.

5.7 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 and contract negotiations may begin. 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.

6 AWARD AND EXECUTION OF CONTRACT

6.1 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 “D” 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 “D” to be consistent with the successful offer and to negotiate other modifications with the apparent successful Proposer.

6.2 Insurance Requirements

6.2.1 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.

6.2.2 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: It must provide liability limits of \$3,000,000.00 per occurrence.

6.2.3 All policies must be on an "occurrence" basis.

6.2.4 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.

6.3 Fiduciary Bond Requirements

Part of the responsibilities of Toll Collection Personnel is handling revenue collected at the Toll Plaza. As such, there is a risk that such funds could be lost in the event of employee fraud or dishonesty. Therefore, all Toll Collection Personnel must be bonded. The bond as to each employee must be in an amount that is not less than Five Thousand Dollars and no/cents (\$5,000.00). A blanket bond may be purchased that covers all Toll Collection Personnel. The bond(s) shall be in place for the life of the Contract and for any renewal of the Contract. The surety providing the bond must be licensed to do business in the State of Georgia and must be with a company acceptable to SRTA and approved by SRTA in writing.

6.4 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.

(The remainder of this page left blank.)

REQUEST FOR PROPOSAL

Exhibit A

Ga. 400 TOLLBOOTH OPERATING HOURS
 In the booth Toll Cashier = TC

Weekdays (Monday thru Friday)

		TIME																							Per Day	Per Week				
		00 00	01 00	02 00	03 00	04 00	05 00	06 00	07 00	08 00	09 00	10 00	11 00	12 00	13 00	14 00	15 00	16 00	17 00	18 00	19 00	20 00	21 00	22 00	23 00					
North Bound																														
Lane 02 open 24 hrs.	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	24 hrs.	120 hrs.	
Lane 03 0700-2300																														
Lane 05 open 24 hrs	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	24 hrs.	120 hrs.
Lane 08 0630-2230							TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	16 hrs.	80 hrs.

		TIME																							Per Day	Per Week				
		00 00	01 00	02 00	03 00	04 00	05 00	06 00	07 00	08 00	09 00	10 00	11 00	12 00	13 00	14 00	15 00	16 00	17 00	18 00	19 00	20 00	21 00	22 00	23 00					
South Bound																														
Lane 15 0600-2200								TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	16 hrs.	80 hrs.
Lane 18 open 24 hrs.	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	24 hrs.	120 hrs.
Lane 20 0630-2230																														
Lane 21 open 24 hrs.	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	24 hrs.	120 hrs.

Note: The designated open Booth will only close for repairs or maintenance.

Weekday Totals	128 hrs	640 hrs
Lunch relief total hours from weekend total	130 hrs	228 hrs
Total Open Booth Hours	988 hrs	

In the booth Toll Cashier = TC
 Weekends (Saturday, Sunday) and Holidays

		TIME																							Per Day	Per W End				
		00 00	01 00	02 00	03 00	04 00	05 00	06 00	07 00	08 00	09 00	10 00	11 00	12 00	13 00	14 00	15 00	16 00	17 00	18 00	19 00	20 00	21 00	22 00	23 00					
North Bound																														
Lane 02 open 24 hrs.	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	24 hrs.	48 hrs.
Lane 03 Standby																														
Lane 05 open	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	TC	24 hrs.	48 hrs.

EXHIBIT B

HOURLY and EXTENDED UNIT COST SHEET

RETURN TO:
 State Road and Tollway Authority
 Suite 2500
 101 Marietta Street
 Atlanta Georgia, 30303

WORK SITE:
 Ga 400 Toll Plaza
 Ga 400 Highway, Northbound
 Atlanta, Georgia

Vendor Name: _____
 Address: _____

Line item	Description	Total Maximum Hours per year	Hourly Rate	Extended Price
	NOTE: See Below Bidders Response Form For Detailed Specifications:			
001	Toll Cashiers	46,540		
002	Change Runners	4992		
003	Manager/Scheduler	2,080		
004	Assistant Manager/ Scheduler	2,080		
005	Training Hours @ 75% of Toll Cashiers price per hour	480		
006	Control Room Operator	2080		
	All Vendor hourly rates shall include training, uniforms, overhead, profit and all other costs associated with this RFP			
007	Lead Cashier	4836		
	Grand Total Yearly Cost			

EXHIBIT “C”

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 ten (10) years, been convicted of any crime of moral turpitude or any felony offense, or has 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 (5) 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 (5) years received written notice that it has defaulted in or breached any federal, state or local government agency contract and further, that the proposer is not now under any notice of intent to default, notice of breach or similar notice 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 Technical Proposal for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Technical Proposal 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 “D”

SAMPLE CONTRACT

TOLL COLLECTION PERSONNEL SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the _____ day of _____, 2009, 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 personnel services, as set forth in the requirements in the RFP for Project **48499-09-00002** incorporated hereto; and

WHEREAS, the Contractor has represented to SRTA that it is experienced and qualified to provide the toll collection personnel 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 personnel 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 _____2009 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 up to five (5) possible renewal periods each with a term of up to six (6) months. The renewal of the Contract shall be at the sole discretion of 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 correct invoice, unless 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 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 SRTA. Services to be provided by the Contractor shall not be withheld or disrupted due to non-payment by 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 SRTA and the State of Georgia for any breach of this warranty. Any assignments made in violation of this Section shall be null and void.

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 and expert'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: It must provide liability limits of \$3,000,000.00 per occurrence.

- (c) 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. All policies required herein must be written on an 'occurrence' basis and not on a 'claims made' basis. Certificates of insurance showing such coverage to be in force must be filed with SRTA no later than seven (7) 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. Fiduciary Bond.

Part of the responsibilities of Toll Collection Personnel is handling revenue collected at the Toll Plaza. As such, there is a risk that such funds could be lost in the event of employee fraud or dishonesty. Therefore, all Toll Collection Personnel must be bonded. The bond as to each employee must be in an amount that is not less than Five Thousand Dollars and no/cents (\$5,000.00). A blanket bond may be purchased that covers all Toll Collection Personnel. The Contractor shall continue to be bonded while performing under the Contract. The surety providing the bond must be licensed to do business in the State of Georgia and must be with a company acceptable to SRTA and approved by SRTA in writing.

12. Cash Losses.

The Contractor shall be responsible for any cash (monies) losses by its employees and shall reimburse SRTA on a weekly basis.

13. 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 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.

14. 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.

15. 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 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.

16. Termination.

A. Termination for Cause:

SRTA may, in its sole discretion, determine that the Contractor is failing to substantially comply with the terms and conditions of this Contract ("Cause"). In such an event, 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 for Cause upon three (3) calendar days' written notice to the Contractor. Upon termination for Cause, SRTA shall not be required to pay Contractor any amounts for Services performed prior to the date of termination for which payment may be due and owing but not yet paid ("Remaining Payment"). In the event SRTA's expenses incurred or anticipated to be incurred as a result of Contractor's breach are less than the Remaining Payment, SRTA shall remit such differential to the Contractor. In the event SRTA's expenses incurred or anticipated to be incurred as a result of Contractor's breach exceed the Remaining Payment, then Contractor shall within five (5) days written notice from SRTA, make payment of the differential to SRTA. In addition to the rights and remedies in this Section, SRTA shall have all other rights and remedies against Contractor which are available at law or in equity.

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 SRTA, become the property of SRTA upon termination. In the event of a termination for convenience, SRTA shall only pay the Contractor for Services performed through the termination date. SRTA shall not be responsible for any other costs, fees and expenses of any nature whatsoever, including but not limited to administrative fees, legal fees, costs to set up or shut down operations at the project site, salary, or any other cost or expense, whether direct or indirect, whether foreseen or unforeseen. The Contractor acknowledges that the remedy set forth in this paragraph is the Contractor's sole and exclusive remedy for termination for convenience by SRTA and Contractor hereby waives all other rights and remedies it may have against SRTA, whether at law or in equity.

17. Parties Bound.

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

18. 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.

19. 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.

20. 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.

21. 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 Superior Court of Fulton County, Georgia.

22. 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:

Terri 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
E-mail: tslack@georgiatolls.com

For the Contractor:

23. 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.

24. 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.

25. Remedies Cumulative.

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

26. 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.

27. Headings.

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

28. Counterparts.

The parties may execute this Contract in counterparts.

29. 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 (corporate seal)

By: _____

Attest: _____
Name: _____
Title: _____