



INVITATION TO BID NO: 927-10-00001

**Electronic Tolling
Transponders, Reader Subsystems and Support Services
for the
Georgia State Road and Tollway Authority**

Instructions to Bidders:

All spaces below, the attached "Bid Letter and Certification Form" and "Vendor Data Sheet" are to be filled in with signatures supplied where indicated. Failure to sign bid may render your bid invalid.

BID OF:

Name of Bidder: _____

Address: _____
(Street Address)

City, State and Zip Code: _____

SUBMIT BID TO:

STATE ROAD AND TOLLWAY AUTHORITY
Barbara Harris Chappel, Purchasing Operations Manager
101 Marietta St, NW, Suite 2500
Atlanta, Georgia 30303

Bids Due and Open: September 8, 2009; 2:00 PM, Local Time (Atlanta, GA)

Schedule of Events

Release ITB	August 5, 2009
Deadline for Vendor Written Questions (Submit questions by email to bchappel@georgiatolls.com)	August 14, 2009 by Vendor's close of business
SRTA Responses to Written Questions	August 21, 2009
Bid Due Date & Opening	September 8, 2009, 2PM, Local Time
Notice of Contract Award	September 14, 2009

All questions should be submitted by email to bchappel@georgiatolls.com. Questions must be submitted no later than the deadline specified in the above Schedule of Events. Answers to written questions received will be available at the State Road and Tollway Authority (SRTA) website at <http://www.georgiatolls.com>.

Answers are provided for informational purposes only and will not be considered binding unless incorporated by amendment to this ITB. All questions and answers will be posted to the SRTA's website where the ITB document is located. **Bidders are reminded and encouraged to check this website daily for any changes to the ITB as well as to check this website for Notice of Contract Award. Posting of Notice of Award shall constitute official public notification.**

State of Georgia
State Road and Tollway Authority
BID LETTER

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

We further agree to strictly abide by all the terms and conditions contained in the ITB as well as the Procurement and Protest Policies of the State Road and Tollway Authority that may be found at <http://www.georgiatolls.com>. Any exceptions to the requirements of the ITB, the terms and conditions of the proposed agreement shall be noted in writing, with detailed explanation, and included with this Bid. The Bidder acknowledges that taking exception may subject this Bid to rejection.

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

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

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

BID SIGNATURE AND CERTIFICATIONS
(Bidder - Sign and return with Bid)

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

Authorized Signature: _____ Date: _____

Print/Type Name: _____

Print/Type Company Name: _____

VENDOR DATA SHEET

Full Legal Name of Bidder: _____

Address: _____

FEIN (Federal Employer ID Number) or SSN (Social Security Number): _____

Bidder must furnish one of the above numbers before any award will be made.

Orders to be submitted to:

Firm: _____

Email Address: _____

Fax Number: _____

Payments to be mailed to:

Firm: _____

Address: _____

Vendor Point of Contact:

Name: _____

Title: _____

Phone: _____ Toll Free Phone: _____

Fax Number: _____ E-mail address: _____

**STATE ROAD AND TOLLWAY AUTHORITY
INVITATION TO BID
ADDITIONAL INSTRUCTIONS**

1. PURPOSE OF PROCUREMENT

The State Road and Tollway Authority (SRTA) is issuing this Invitation to Bid (ITB) to establish an Open Contract for the purchase of Radio Frequency Identification (RFID) Transponders, Reader Subsystems Equipment and Support Services, on an as needed basis, at the convenience of SRTA. All Bids submitted pursuant to this ITB shall be made in accordance with the provisions of this ITB, including these instructions, the attached specifications and any appendices.

2. RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF

From the issue date of this ITB until a successful Bidder is selected and the selection is announced, prospective Bidders are not allowed to communicate, for any reason, with any SRTA, GDOT or other State of Georgia staff regarding this particular procurement, except through the Contracting Officer named herein. For violation of this provision, SRTA reserves the right to reject the Bid of the offending Bidder.

3. SUBMISSION OF BIDS

Preparation of Bids should be made in such a way as to provide a straight forward, concise delineation of capabilities and compliance with requirements of this ITB. Expensive binders, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on completeness and clarity of content.

Submit all bids to:

**State Road and Tollway Authority
Attn: Barbara Harris Chappel - ITB No. 927-10-00001
101 Marietta St, NW, Suite 2500
Atlanta, Georgia 30303**

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

Verbal, faxed, or unsealed bids will not be accepted.

4. RESPONSIVENESS OF BIDS

Bids must be complete in all respects, as required in this ITB. A bid MAY be rejected by SRTA if it is conditional; incomplete; fails to meet any requirement included in the ITB; or, contains any alterations of form or other irregularities of any kind.

5. MULTIPLE BIDS

Bidders may be rejected if more than one bid 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 Bids in which such Bidder has participated.

6. WAIVERS

SRTA may waive informalities or irregularities including, but not limited to typographical, mathematical, obvious errors, or other informalities or irregularities.

7. MODIFICATION OR WITHDRAWAL OF BIDS

Modifications - SRТА will permit modifications to a bid after it has been submitted up until the bid submission deadline for accepting bids. The bid can be picked up by a representative of the Bidder and then it is the Bidder's responsibility to resubmit before the deadline.

Withdrawal - A bid may be withdrawn upon request by the Bidder without prejudice up until the bid submission deadline for submittal of bids, provided that the request is in writing, has been executed by the Bidder or the Bidder's duly authorized representative and has been filed with SRТА.

8. BID FORMAT

An original hard copy plus one hard copy (and one electronic copy) of all bid documents technical literature, and any supporting documentation shall be submitted prior to bid opening. If there are any conflicts or discrepancies between the submitted documents, the contents of the original hard copy shall govern. Bids must be identified as follows:

Bid of (Your Company Name's)

ITB Number: 927-10-00001

Bid Opening Date and Time: **September 8, 2009, 2:00PM, Local Time (Atlanta, Georgia)**

9. BID DOCUMENTS REQUIRED

For this procurement, **Bidders must sign and return: Cover page; Page 2 - Bid Letter and Certification document, Statement of Responsibility Certification Form (Appendix A), a fully completed Technical Compliance Worksheet (Appendix B), Bid Price Sheet (Appendix C),** and any Bidder Submitted Documentation.

10. BID PRICE SHEET

Bidders must submit annual prices (annual based on State of Georgia Fiscal Year July 1 – June 30) for the products and services listed on the Bid Price Sheet Appendix C.

Bids containing provisions for late or interest charges cannot be awarded a contract. Bidders are instructed to remove or strike through any reference to this provision in or on vendor printed forms and to initial changes prior to submitting a Bid response to SRТА. Failure to do so could delay bid award or result in bid disqualification if not removed.

11. CONTRACT ADDITIONS

Upon mutual agreement, products in addition to those listed in Appendix C may be added subsequent to contract award. The support costs quoted for these additional items should reflect the same discount from the normal costs as used in the determining the costs quoted in response to this ITB.

12. CONTRACT TERM

The initial term of the contract resulting from this ITB is expected to begin September 2009 and shall continue until the end of the 2015 fiscal year (June 30, 2015). Thereafter, the Agreement may be renewed at the sole discretion of SRТА for up to four (4) additional terms of six (6) months each. SRТА may, at its sole option, renew as to all of the products to be provided hereunder or as to only selected products.

13. CONTRACT

A draft contract which SRТА intends to use with the successful Bidder is attached to this ITB and identified as Appendix D. Prospective Bidders are urged to carefully read this Contract prior to making their offers. SRТА reserves the right to add provisions consistent with the successful Bidder's offer and to negotiate with the successful Bidder other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in contract language would, in the sole discretion of SRТА affect the evaluation criteria set forth herein, or increase the prices offered by the successful Bidder. The Insurance and indemnification requirements set forth in the draft Contract should be considered by Bidder when setting their prices, as such Insurance and indemnification provisions are not likely to change from the draft version provided.

14. BASIS FOR AWARD

The lowest Bidder will be the Bidder submitting the overall lowest total price based on the quantity criteria listed in the Bid Price Sheet (Appendix C) relative to the responsive products listed in the Technical Compliance Worksheet (Appendix B). Due to the possible variations in Transponder types, only the lowest priced Interior Mount Transponders will be used for evaluation purposes:

- 250,000 Interior Mount Transponders*
- 20,000 Exterior Mount Transponders**
- 160 Hours of Support Services
- Sufficient Reader Subsystems to cover 37 Gantry Locations.
- 7 Portable Reader/Programmers

* Although pricing is desired for both Non-Feedback as well as Audio Feedback Interior Mount Transponders (if available), in order to allow for an “apples to apples” bid evaluation of price, only the lowest priced Interior Mount Transponders offered in response to this ITB will be used for Interior Mount Transponder evaluation purposes. SRTA reserves the right to purchase any of the Transponders offered on the successful Bidder’s Bid Sheet.

** If Bidder’s proposed solution does not require an Exterior Mount Transponder, then Bidder’s unit price for their lowest priced Interior Mount Transponder will be used for evaluation purposes.

15. BIDDER RESPONSIBILITY

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

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

BIDDERS MUST COMPLETE AND SUBMIT APPENDIX A.

16. BID SUBSTITUTIONS, ALTERNATES, EXCEPTIONS, AND EXTENSIONS

Bidders that intend to propose alternate materials, services, techniques or equipment or substituted items that materially deviate from the items and/or services required in the Technical Requirements and specifications of this ITB, are strongly encouraged to request approval for such items, products and/or services from SRTA by the deadline for Questions set forth on the Cover Page of this ITB, but in no event later than **at least one week prior to time of Bid Due Date and opening**, for such proposed deviations to be considered.

If such a request is deemed by SRTA to have merit as an acceptable deviation, and is granted by SRTA, an addendum may be issued to all prospective Bidders to inform them of such an allowance, and/or to amend the requirements or specifications of this ITB.

SRTA reserves the right to extend the bid submission deadline based on such information, but is not required to do so. SRTA reserves the right to cancel the solicitation in its entirety and possibly re-advertise and issue a revised ITB for any reason.

Any exceptions that the Bidder has in their submitted Bids must also be clearly noted within the Bid to be considered by SRTA, regardless of whether or not such exceptions have been previously communicated to SRTA.

PLEASE NOTE THAT BIDDERS SUBMITTING EXCEPTIONS TO THE REQUIREMENTS AND SPECIFICATIONS OF THIS ITB IN THEIR SUBMITTED BID DO SO AT THEIR OWN PERIL, SINCE EXCEPTIONS MAY RESULT IN A DETERMINATION OF “NON-RESPONSIVENESS” OF THE BIDDER AND/OR THEIR BID.

17. REJECTION OF BIDS

SRTA reserves the right to reject any or all Bids submitted in response to this ITB.

18. SMALL AND MINORITY BUSINESS POLICY AND TAX INCENTIVE

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 ITB 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 ITB 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 ITB will be made without regard to race, color, sex, religion, or national origin.

19. RESPONSIBILITY FOR COSTS INCURRED.

All costs incurred by any interested party in responding to this ITB 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 or any other aspect of the bids or this ITB.

20. SRTA BACKGROUND

SRTA is a public authority and instrumentality of the State of Georgia created by the Georgia General Assembly to, among other things, operate toll facilities within the state. 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. 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.

21. PROJECT INFORMATION

As part of Georgia’s High Occupancy Vehicle (“HOV”) to High Occupancy Toll (“HOT”) system implementation, SRTA intends to contract with the successful Bidder to provide new radio frequency identification (“RFID”) equipment, including Transponders and

Reader Subsystems, as further described herein in this ITB (collectively, "RFID Equipment") to be used for the I-85 Express Lanes Project (described below) and for the possible replacement of existing electronic toll collection equipment at the Georgia 400 Toll Plaza ("GA 400"). SRTA also requires the Bidder to offer support services for the RFID Equipment as those services are further described in this ITB. Installation of the RFID Equipment procured in this bid will be performed by a systems integrator, the services of which will be procured by SRTA in a separate procurement ("Systems Integrator"). The successful Bidder in this procurement will be required to cooperate and participate with and to provide technical support to the Systems Integrator during the system development and deployment of the I-85 Express Lanes Project. SRTA anticipates using the same RFID technology on all future tolling projects within the state for the foreseeable future without further competitive procurement; however, SRTA reserves the right to solicit separate procurements for each future project if it so desires.

I-85 Express Lanes Project. The I-85 Express Lanes Project is a demonstration conversion of 15.6 miles of existing HOV lanes into HOT lanes in the high volume I-85 corridor for the purpose of providing reliable travel time for qualifying HOVs as well as toll paying customers who would not otherwise be eligible to use the HOV lanes. The I-85 HOT Express Lanes Project is a partnership effort of the State led by GDOT and SRTA. Partner agencies include the US Department of Transportation, Federal Transit Administration, Federal Highway Administration, Office of Governor Sonny Perdue, and Georgia Regional Transportation Authority.

The portion of the I-85 corridor involved in the I-85 Express Lanes Project extends from near the Chamblee-Tucker Road exit which is located just south of the northern end of I-285 to north of Old Peachtree Road in Gwinnett County ("I-85 Express Lanes") and is currently projected to require 37 Gantry Locations for installing tolling equipment and confirmation equipment in support of HOT Lanes. As part of the HOT lanes enforcement system, SRTA will employ the use of Gantry Controlled Access (GCA) - Electronic Barrier and Enforcement System and Method, patent pending, US Patent Application #12/170322, for charging tolls and detecting violations. The I-85 Express Lanes will consist of one southbound HOT lane, divided into four southbound Toll Sections and one northbound HOT Lane divided into five northbound Toll Sections, with multiple Gantry Locations located in each Toll Section, and a separate toll will be charged for each Toll Section in which a vehicle travels. To support this, it is contemplated that each Gantry Location will need a Reader Subsystem (see definition below) and/or whatever additional Reader Subsystem components are necessary to read Transponders, and a camera for license plate image collection of vehicles traveling in the northbound and southbound HOT Lanes.

Key Definitions. For purposes of this ITB, the following definitions shall apply:

"6C" is defined as the ISO 18000 6C GEN2 Standard for RFID devices operating in the 900 MHz frequency range.

"5.9 GHz" is defined as the IEEE 802.11p/IEEE 1609 Standards for RFID devices operating in the 5.9 GHz frequency range.

"Gantry Location" is defined as a structure that will support tolling equipment for one Tolling Point in each direction of travel (i.e. 1 northbound HOT lane Tolling Point and 1 southbound HOT lane Tolling Point) in the I-85 Express Lanes Project.

"Lane Controller" is defined as a specific in-lane or roadside piece of equipment that responds to and/or detects signals from in-lane sensors for vehicle detection, classification, and separation in order to create appropriate transactions and/or perform specific tasks (trigger a camera, raise a gate, etc).

"Reader Subsystem" is defined as any/all roadside components, inclusive of hardware (including readers and antennas), software, firmware, wiring and/or enclosures and connectors needed to read/identify Transponders in passing vehicles at a single Tolling Point per direction of vehicle travel; however, Reader Subsystem does not include Lane Controllers, Transponders or back office systems. Vehicles will travel under each Tolling Point and the Reader Subsystem or Reader Subsystem component attached to the supporting structure at each Gantry Location will read the Transponder. The registered account information shall then be validated and a transaction performed. Where existing supporting structures are not available at approximate ½ mile intervals, new T-shaped gantries will be positioned in the median in order to service both the northbound HOT lane and southbound HOT lane. The tolling system described in this ITB contemplates that the Transponder will be read multiple times.

"Toll Section" is defined as a portion of a HOT Lane demarcated by a legal entry location and the next legal downstream exit location.

"Tolling Point" is defined as the physical location on the supporting structure at which a Reader Subsystem component (presumably a reader or antenna) will be affixed in order to read a Transponder on a vehicle traveling underneath the gantry.

"Transponder" is defined as an in-vehicle or exterior RFID device that receives signals from, and transmits signals to, a reader device. Transponders carry at least a unique serial number, or identification number, and may carry additional information.

Open Protocol Approach. SRTA desires that only open protocol RFID devices be deployed for all future tolling facilities in the State of Georgia. These open protocol devices will allow for potential multiple vendor selection both for initial deployment and for future upgrade efforts, and will support future interoperability initiatives within the State of Georgia and with other tolling agencies outside the State of Georgia. SRTA plans to require that its customers use a single Transponder technology for the I-85 Express Lanes Project and for any future Georgia electronic tolling facilities and/or HOT lanes.

SRTA plans to purchase and deploy an estimated 250,000 Transponders to support the I-85 Express Lanes Project through the contract awarded pursuant to this ITB. SRTA also requires Reader Subsystems, capable of interfacing with the new open protocol Transponders, in sufficient quantity to supply the approximate 37 gantry locations for the I-85 Express Lanes Project and cover two travel lanes (one in each direction separated by a median).

Georgia 400. Currently SRTA operates the Georgia 400 Extension, a critical 6.2 mile commuter system in Atlanta serving an average of 125,000 customers each work day. GA 400 is composed of 18 tolling lanes. Two in each direction are open road Cruise Card only lanes. The remaining fourteen lanes support both cash and electronic payments. All 18 lanes have RFID equipment that SRTA may determine to replace with the RFID Equipment sought in this procurement. The tolled section has no interchanges, so there are no ramp lanes. Currently GA 400 supports approximately 250,000 active Cruise Card eGo® sticker tags and 134,000 Cruise Card accounts.

SRTA may, at its discretion, choose to convert the existing 250,000 “Cruise Card” Transponders in use with the GA 400 toll facility to the same open protocol Transponders. If so, SRTA may also elect (or need) to replace the existing Readers at the 18 GA 400 lanes with the same RFID Equipment selected for the I-85 HOT lanes. If SRTA chooses to purchase RFID Equipment for GA 400, then Bidder shall furnish the RFID Equipment and offer Support Services pursuant to the terms and conditions of this ITB.

22. ESTIMATED QUANTITIES AND MINIMUM ORDER

- 22.1 SRTA *estimates* for FY10-11, ordering 250,000 Interior Mount Transponders, 20,000 Exterior Mount Transponders (if needed), Reader Subsystems sufficient to cover 37 Gantry Locations, 7 Portable Reader/Testers and 160 hours of support services. ***However, these are estimates only.***
- 22.2 **MINIMUM ORDER AMOUNT:** SRTA shall order a minimum of 250,000 Interior Mount Transponders, Reader Subsystems sufficient to cover 37 Gantry Locations and 4 Reader/Testers by the close of FY11 through the Contract awarded pursuant to this ITB.
- 22.3 All other items and quantities are estimates based on projected needs and are given for evaluation purposes only. The award contract shall be an Indefinite Delivery/ Indefinite Quantity (IDIQ) contract. As such, SRTA reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Additional quantities for all items will be determined based on need. SRTA shall not be required to purchase any minimum amount of units above those stated in **Section 22.2** during the term of this Agreement, nor shall SRTA be limited to any maximum order amount during the term of the Contract.

23. TECHNICAL REQUIREMENTS

Bidder must provide the required items which meet the following specifications. Bidder must also indicate compliance with the following technical requirements using the Appendix B, Bid Form. If an Item listed is not required, it will be clearly labeled, **“DESIRED”**

23.1 Transponder and Reader Subsystems Standards Compliance

- 23.1.1 Transponders and Reader Subsystems proposed by Bidder must be compliant with either the ISO 18000 6C GEN2 Standard for RFID devices operating in the 900 MHz frequency range (“6C”) **OR** IEEE 802.11p/IEEE 1609 Standards for RFID devices operating in the 5.9 GHz frequency range (“5.9 GHz”).
- 23.1.2 The Reader Subsystems must be IP addressable (this requirement does not include Transponders).
- 23.1.3 Bidders must certify in Exhibit B that the RFID Equipment proposed are compliant to the aforementioned standards.
- 23.1.4 In addition to above self-certification, the successful Bidder will be required to provide (at their own cost) a statement of device-standards compliance with their proposed communication protocol standard (i.e. either 5.9 GHz or 6C) from an independent third party certification entity. Said statement must be provided to SRTA as a condition precedent to SRTA

paying for any Transponders. Failure to obtain certification will constitute a breach of the Contract awarded pursuant to this ITB.

23.1.5 The Reader Subsystem must provide an open specification for the external interfaces to the hardware and software for SRTA to use without restriction including the use by other SRTA contractors.

23.1.6 Bidder must make available to SRTA or its designated representative, all changes, updates or modifications to the firmware and software of the Reader Subsystem components and/or the Transponders at no additional cost other than bid prices. It shall be at SRTA's sole discretion whether to install such changes, updates and modifications onto the RFID Equipment.

23.1.7 Bidder's proposed Transponder(s) and Reader subsystems must remain in compliance with the appropriate protocol(s) in all vehicle speed, traffic, and weather conditions. In other words, performance and communication capabilities cannot degrade based on the aforementioned factors.

23.2 FCC Licenses

23.2.1 Any RFID Equipment that supports multiple protocols must support at least one of either the 6C or 5.9 GHz standard protocols in the appropriate most recent standards publication(s).

23.2.2 The Bidder shall, at its expense, apply for, obtain, and maintain the required FCC licenses for all RFID Equipment provided under this ITB.

23.2.3 The FCC licenses shall be obtained no later than on January 1, 2010.

23.3 Transponder Types

23.3.1 Bidder shall supply at least one type of Interior Mount Transponder.

23.3.2 **DESIRED:** If "sticker type" tags are proposed as the primary Interior Mount Transponder, it is desired to have a second hard case type Transponder quoted in the Bid Price sheet and available for purchase by SRTA.

23.3.3 Interior Mount Transponders - Interior mounted Transponders must provide the appropriate adhesive material and/or devices to allow them to be affixed to the vehicle in accordance with manufacturer's mounting instructions and shall not require any additional external power supply in order to meet the performance requirements described herein.

23.3.4 Exterior Mount Transponders - Exterior mounted Transponders must provide the appropriate devices to allow them to be affixed to the vehicle in accordance with manufacturer's mounting instructions and shall not require any additional external power supply in order to meet the performance requirements described herein. **Note: If Bidder's proposed solution is 6C, then Bidder shall supply at least one type of Exterior Mount Transponder; otherwise, if Bidder's proposed solution is 5.9 GHz, then Bidder shall consider this requirement as Not Applicable ("N/A")**

23.4 Transponder Batteries. Note: If Bidder's proposed Transponders do not require batteries, then this Section 23.4 and its subsections shall be considered as N/A by such Bidder(s)

23.4.1 **DESIRED:** SRTA desires that Transponders that are powered by a battery, allow a method for users to change the battery.

23.4.2 The battery life shall extend for three (3) or more years, commencing on the same date as the warranty for the Transponder in which the battery is placed (**Section 23.15**). Please note: It is anticipated there could be approximately 200 reads per day in the I-85 Express Lanes corridor.

23.5 Transponder Bar Codes - Transponders shall be bar coded to match the Transponder number physically encoded on the Transponder unit to support inventory control and automated input to the back office customer accounting system.

23.6 Transponder Branding

23.6.1 All Transponders delivered in response to this ITB shall be branded "PeachPass" or any other branding that SRTA may require in the future, and shall not carry any visible manufacturer or vendor brand names. SRTA will provide all required and appropriate "PeachPass" logos and artwork.

23.6.2 Bidders cannot otherwise use “PeachPass” logo or artwork except as authorized in writing by SRTA.

23.7 Other Related Transponder Equipment - The Bidder’s Transponder Bid Price(s) must be inclusive of the cost for any other associated hardware needed to install and support proper usage of the Transponders including Transponder shields or holders.

23.8 Desktop Reader/Programmer

23.8.1 Bidder shall provide seven (7) Desktop Reader/Programmers

23.8.2 The Desktop Reader/Programmer must support the automatic input of Transponder numbers into the back office customer accounting and inventory control systems.

23.8.3 The Desktop Reader/Programmer must provide accurate radio frequency reads and must support the testing of all Transponder types provided under this ITB.

23.9 Testing Facilities and Test Results

23.9.1 The Bidder must have test facilities sufficient to adequately test the RFID Equipment in high-speed RFID lane applications.

23.9.2 The facilities shall have, at a minimum, the ability to test and document a sufficient number of transactions to statistically verify the following attributes:

- Reader/Transponder communication accuracy under various weather conditions such as rain, snow, sleet, fog, high heat and extreme cold
- Reader/Transponder communication accuracy at speeds of 120 mph
- Read range
- Data transfer rate
- Security including encryption and/or password features

23.9.3 In accordance with the Schedule set forth in **Section 23.15**, the successful Bidder will furnish documentation (to the extent available) to SRTA describing:

- previous testing methods and protocols
- Statistical methodologies applied
- test results for the attributes previously listed in **Section 23.9.2** above, including results from testing conducted at test facilities and testing which has been documented in a production environment for RFID and/or HOT Lane applications

23.10 Support Services Requirements -- Installation Support

23.10.1 Pursuant to the time set forth in the **Section 23.21** Schedule, the successful Bidder shall furnish documentation that will be provided to SRTA that will describe in detail any and all recommended training functions, test equipment, certifications, licenses and other support functions that the Bidder considers necessary to ensure proper installation, tuning and maintenance of the proposed RFID Equipment by the Systems Integrator.

23.10.2 The Bidder shall assist the Systems Integrator with installation support (but not the physical installation) under the terms of this ITB of the RFID Equipment and commits to being onsite at the I-85 Express Lanes Project within five (5) business days of SRTA’s request for Bidder’s support services described herein. If SRTA chooses to install the RFID Equipment at GA 400, then Bidder shall assist the Systems Integrator with installation support (but not the physical installation) of the RFID Equipment and commits to being onsite at GA 400 within five (5) business days of SRTA’s request for Bidder’s support services described herein. The services to be performed by Bidder pursuant to **Sections 23.9** and **23.10** shall be collectively referred to as “Support Services.”

23.11 Support Services Requirements – Testing Support

- 23.11.1 The Bidder shall fully cooperate and participate with the Systems Integrator (and the GA 400 maintenance provider, if applicable), to support test plan development, test configuration set-up, tuning and all other associated test activities associated with the installation of Bidder’s RFID Equipment. Test phases shall include:
- Factory Acceptance Test (FAT);
 - Hardware Production Testing;
 - In-Lane Site Installation Testing;
 - GA 400 Migration Testing (if SRTA determines to replace the RFID equipment already on location with the RFID Equipment sought in this procurement);
 - Final Integration Testing;
 - Site Acceptance Testing; and
 - System Acceptance Testing.
- 23.11.2 Therefore, the Bidder must provide a price quote for 160 hours of support services (to be provided on-site when necessary as determined by SRTA, in consultation with SRTA’s System Integrator.) to support the above activities of the System Integrator.
- 23.11.3 Bidder shall track and invoice support services of billable intervals of no less than .25 hours and no greater than 1 hour.
- 23.11.4 SRTA shall at its option utilize the time in whatever increments deemed necessary by SRTA, in consultation with SRTA’s System Integrator.

23.12 Support Services Personnel Qualifications

- 23.12.1 The successful Bidder shall assign a Project Manager who shall interface with SRTA or SRTA’s designated representative(s) during the performance of the awarded Contract.
- 23.12.2 Bidder shall provide sufficient professional personnel and staffing to provide the products and perform the services required under this ITB.
- 23.12.3 Bidder warrants and represents that all persons assigned to perform under this Contract shall be employees or authorized subcontractors of Bidder and shall be fully qualified to perform the services requested hereunder.

23.13 Production and Delivery Capabilities

- 23.13.1 The Bidder must have 3 years of experience of producing Transponders and Reader Subsystems for tolling applications or if Bidder is a reseller, their supplier must have 3 years of experience of producing Transponders and Reader Subsystems in volumes of 1,000,000 Transponders per year or more.
- 23.13.2 Bidder must warrant and represent that they are ready, willing and able to fulfill regular orders of 50,000 Transponders per month delivered within 60 days of receipt of purchase order from SRTA if or when SRTA so required.
- 23.13.3 Bidder must contractually agree to be ready, willing and able to deliver the quantity of RFID Equipment requested by SRTA during the contract term. After startup of the I-85 Express Lanes Project (and the possible installation on the GA 400), the Bidder must have the capability and capacity to provide additional Reader Subsystems and Transponders necessary to support the potential expansion of HOT Lane applications and other potential tolling applications during the Contract period of at least five (5) years from Contract effective date. Therefore the Bidder must agree to the following requirements:
- 23.13.3.1 The contract awarded shall be an indefinite-delivery/indefinite-quantity (IDIQ) contract for the products and services specified and effective for the Contract Term (including any renewals). The quantities of products and services specified in this ITB are estimates only and are not purchased by this ITB.
- 23.13.3.2 Delivery or performance shall be made only as authorized by orders issued under the awarded Contract. The successful Bidder shall furnish to SRTA, when and if ordered, the products or services specified, in whatever quantities requested.
- 23.13.4 Notwithstanding the foregoing, SRTA shall order at least the quantity of products and/or services designated as “minimum order amount” in **Section 22.2** of this ITB.

23.13.5 Except for fiscal and other internal limits determined by SRTA, there shall be no limit on the number of orders that may be issued under the awarded Contract. SRTA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

23.13.6 Any order issued during the effective period of the Contract and not completed by the Bidder within that time period shall be completed by the Bidder within the time specified in the order. The awarded Contract shall govern the Bidder's and SRTA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

23.13.7 Bidder is required to deliver new products within **sixty (60) calendar days** after receipt of a SRTA order.

23.13.8 Shipping Terms shall be FOB: Destination.

23.14 Interface Control Documentation

23.14.1 The successful Bidder shall, within the time set forth in the Schedule, provide an Interface Control Document ("ICD") that documents all the required interfaces and functionality of messages including the interface between the reader/antenna and the Transponder as well as the interface between the Reader Subsystem and the lane controller.

23.14.2 The ICD shall provide a message level interface (including protocols used) as well as a brief concept of operations that describes how the messages are used.

23.15 Transponder Warranty

23.15.1 Bidder warrants and represents that all of their proposed Transponders shall meet the requirements and specifications set forth in this ITB.

23.15.2 Bidder warrants and represents that all of its proposed Transponders shall be free from defects in function, labor and materials for a period of six (6) years. The warranty shall commence on the earlier of the two following dates:

23.15.2.1 On the date that the Transponder is assigned to a SRTA customer account; or

23.15.2.2 Twelve (12) months from the date the Transponder is delivered to SRTA's designated location.

23.15.3 The warranty period for the replacement Transponder shall include all time remaining in the six (6) year warranty period for the defective Transponder that was returned to Bidder.

23.15.4 Bidder shall ensure delivery of replacement Transponders within 30 days of Bidder's receipt of the defective Transponders.

23.15.5 Transponder Battery Warranty (if applicable).

23.15.5.1 If the Transponder uses a battery, the Bidder warrants and represents that all of its proposed Transponder batteries shall be free from defects in function, labor and materials for a period of three (3) years. The warranty shall commence on the earlier of the two following dates:

23.15.5.1.1 On the date that the Transponder is assigned to a SRTA customer account; or

23.15.5.1.2 Twelve (12) months from the date the Transponder is delivered to SRTA's designated location.

23.15.5.2 The warranty period for any replacement transponder battery shall include all time remaining in the three (3) year warranty period for the defective Transponder battery returned to Bidder.

23.15.5.3 Bidder shall ensure delivery of replacement Transponders batteries within 30 days of Bidder's receipt of the defective Transponder batteries.

23.16 Reader Subsystem Warranty

23.16.1 Bidder warrants and represents that each Reader Subsystem shall meet the requirements and specifications set forth in this ITB.

23.16.2 Bidder warrants and represents that each Reader Subsystem shall be free from defects in function, labor and materials for a period of one (1) year. This warranty includes all reader, antenna and associated components, software, parts and operations including but not limited to the availability and accuracy guarantees. The warranty shall apply to each Reader Subsystem, and shall commence once each Reader Subsystem has passed final acceptance testing, and final acceptance is certified in writing by SRTA or its designated representative at each location, respectively.

23.16.3 Bidder shall ensure delivery of replacement Reader Subsystem(s) within 15 business days of Bidder's receipt of the defective Reader Subsystem. In the event SRTA discovers latent defects of the Reader Subsystems, then Bidder shall, regardless of whether the warranty has expired, replace the defective Reader Subsystems with Reader Subsystems that are not defective.

23.17 Third Party Warranties

23.17.1 Bidder shall list all third party warranties in its Bid (if any). The Bidder shall track and assign to SRTA all third party warranties with respect to the RFID Equipment provided under the Contract awarded pursuant to this ITB.

23.17.2 The Bidder's agreements with any third parties shall require that such parties consent to the assignment and enforcement of such warranties and representations to SRTA. The Bidder shall provide these warranties to SRTA within the time set forth in the Schedule.

23.18 Warranty Process

23.18.1 During the applicable warranty period, Bidder will replace defective equipment.

23.18.2 Upon discovery of defective equipment, SRTA or its designated representative shall ship the defective equipment to Bidder. Bidder shall ship replacement equipment to the address specified by SRTA in the documentation included with the defective equipment. Bidder may use any shipping method provided the replacement equipment arrives at the correct destination by the delivery date set forth in the applicable warranty. Bidder shall be liable for all costs of shipping the defective equipment to and from Bidder during the warranty period.

23.18.3 **Excessive Failure.** In addition to the costs above, in the event of an Excessive Failure of any of the products delivered to SRTA pursuant to a Contract awarded under this ITB, the successful Bidder shall be liable for all costs incurred by SRTA, including, but not limited to: the establishment, renting and operation of multiple return depot locations; the public/end user notification costs; and labor and material costs. For purpose of this ITB, "**Excessive Failure**" is defined as a defect in function, labor or materials that is present in ten percent (10%) or more of any line item listed in Bidder's Bid Price Sheet (Appendix C), or any component thereof, during the applicable warranty period. By way of example and not limitation, if 10% of the Transponders activated and assigned to SRTA customer accounts are deemed defective, then Bidder would be responsible for SRTA's costs such as notifying SRTA's customers; establishing and operating locations where SRTA customers could swap out their defective Transponders for a working Transponder; and SRTA administrative costs.

23.19 Invoicing -- Billing invoices must be delivered to SRTA as specified per SRTA purchase orders. Each billing invoice must include the following:

23.19.1 SRTA contract number resulting from this ITB.

23.19.2 SRTA purchase order number.

23.19.3 Date of purchase.

23.20 Licenses, Permits and Taxes -- Bidder shall comply with local codes, laws, ordinances, regulations, and other requirements applicable to the products and services provided pursuant to this ITB.

23.21 Schedule – the successful Bidder shall meet all deadlines and expectations as set forth in the schedule below (“Schedule”).

EVENT	DATE
Submit Documentation Required Pursuant to Section 23.9.3	14 days after Notice of Award of Contract
Submit Documentation Required Pursuant to Section 23.10.1	30 days after Notice of Award of Contract
Submit Interface Control Documentation – Section 23.14	30 days after Notice of Award of Contract
Submit Third Party Warranties to be furnished to SRTA	45 days after Notice of Award of Contract
Receive Initial 10 Reader Subsystems	30 days after SRTA issues P.O.
Receive Initial 200 Transponders	30 days after SRTA issues P.O.
Support Integrator Testing	Commence within 5 business days of notice from SRTA
Support Integrator Install of Reader Subsystems	Commence within 5 business days of notice from SRTA
Support System Acceptance Testing	Commence within 5 days of notice
FCC Licenses to be Obtained	January 1, 2010

The dates above may be changed at SRTA’s discretion. SRTA will forward a copy of any revisions to Bidder. All days referenced above and throughout this ITB shall be calendar days unless expressly provided otherwise.

APPENDIX A

STATEMENT OF RESPONSIBILITY CERTIFICATION FORM

INSTRUCTIONS:

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

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

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

QUESTIONS:

1. Does Offeror certify that it has, or has the ability to obtain, adequate financial resources to perform the Services and Deliverables identified in the Agreement? This includes, but is not limited to, the ability to obtain required bonds and insurance from sureties and insurance companies authorized to do business in Georgia.

_____ YES _____ NO
2. Does Offeror certify that it is able to comply with all contractual requirements and fulfill all of its contractual obligations, considering Offeror's other business obligations?

_____ YES _____ NO
3. Within the past three (3) years, has Offeror's company, or any principal of Offeror (e.g., any owner, partner, officer, or major stockholder with 10% or more shares) been the subject of any of the following:
 - (a) a judgment or conviction for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, labor, anti-trust, price-fixing, or bid collusion?

_____ YES _____ NO
 - (b) a criminal investigation or indictment for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion (to the best of Offeror's knowledge*)?

_____ YES _____ NO
 - (c) an unsatisfied judgment, injunction or lien obtained by a Georgia state government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Georgia state government agency?

_____ YES _____ NO
 - (d) an investigation for a civil violation by any local, state or federal agency (to the best of Offeror's knowledge*)?

_____ YES _____ NO
 - (e) a suspension, debarment or termination for cause from any local, state or federal government procurement process?

_____ YES _____ NO
 - (f) a suspension or termination for cause prior to the completion of the term of any local, state or federal government contract?

_____ YES _____ NO
 - (g) a denial of award for non-responsibility determination made by any local, state or federal government?

_____ YES _____ NO

- (h) an agreement to a voluntary exclusion from bidding/contracting on any local, state or federal procurement? _____ YES _____ NO
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal procurement (to the best of Offeror's knowledge*)? _____ YES _____ NO
- (j) any bankruptcy proceeding? _____ YES _____ NO

CERTIFICATION:

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

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

Legal Name of Offeror Company

Signature of Offeror's Authorized Representative

Address

Printed Name of Offeror's Authorized Representative

City, State, Zip

Title

State of _____ County of _____

Sworn to and subscribed before me on this _____ day of _____ 200____.

Notary Public

My Commission Expires: _____

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

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

TECHNICAL COMPLIANCE FORM INSTRUCTIONS

Bidder shall indicate that they have Read, Understood and Comply with each and every technical requirement, specification or statement below by indicating "Yes" or "Y" in the column next to each requirement. If the Bidder's response is "NO" or "N/A" a brief explanation must be placed in the Comments column or attached separately. Unless, additional information is requested in the ITB, Bidders are strongly discouraged from providing additional comments on their "YES" answers, as such may be interpreted as a qualification of the YES response, which may result in Bidder's answer being deemed a "NO" or non-responsive, and could result in disqualifying Bidder from Award. If an Item listed in the Technical Requirements section of the ITB is not required, it will be labeled, "**DESIRED**". Further, some requirements are dependent on Bidder's proposed technology and may not be applicable to Bidder. Where such is the case, Bidder should indicate "N/A" and provide an explanation. SRTA shall be the arbiter of the appropriateness of Bidder's responses.

23.1 Transponder and Reader Subsystems Standards Compliance

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.1.1	Transponders and Reader Subsystems proposed by Bidder must be compliant with either the ISO 18000 6C GEN2 Standard for RFID devices operating in the 900 MHz frequency range ("6C") OR IEEE 802.11p/IEEE 1609 Standards for RFID devices operating in the 5.9 GHz frequency range ("5.9 GHz").		
23.1.2	The Reader Subsystems must be IP addressable (this requirement does not include Transponders).		
23.1.3	Bidders must certify in Exhibit C that the RFID Equipment proposed are compliant to the aforementioned standards.		
23.1.4	In addition to above self-certification, the successful Bidder will be required to provide (at their own cost) a statement of device-standards compliance with their proposed communication protocol standard (i.e. either 5.9 GHz or 6C) from an independent third party certification entity. Said statement must be provided to SRTA as a condition precedent to SRTA paying for any Transponders. Failure to obtain certification will constitute a breach of the Contract awarded pursuant to this ITB.		
23.1.5	The Reader Subsystem must provide an open specification for the external interfaces to the hardware and software for SRTA to use without restriction including the use by other SRTA contractors.		
23.1.6	Bidder must make available to SRTA or its designated representative, all changes, updates or modifications to the firmware and software of the Reader Subsystem components and/or the Transponders at no additional cost other than bid prices. It shall be at SRTA's sole discretion whether to install such changes, updates and modifications onto the RFID Equipment.		
23.1.7	Bidder's proposed Transponder(s) and Reader subsystems must remain in compliance with the appropriate protocol(s) in all vehicle speed, traffic, and weather conditions. In other words, performance and communication capabilities cannot		

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

	degrade based on the aforementioned factors.		
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23.2 FCC Licenses

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.2.1	Any RFID Equipment that supports multiple protocols must support at least one of either the 6C or 5.9 GHz standard protocols in the appropriate most recent standards publication(s).		
23.2.2	The Bidder shall, at its expense, apply for, obtain, and maintain the required FCC licenses for all RFID Equipment provided under this ITB.		
23.2.3	The FCC licenses shall be obtained no later than on January 1, 2010.		

23.3 Transponder Types

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.3.1	Bidder shall supply at least one type of Interior Mount Transponder.		
23.3.2	DESIRED: If "sticker type" tags are proposed as the primary Interior Mount Transponder, it is desired to have a second hard case type Transponder quoted in the Bid Price sheet and available for purchase by SRTA.		
23.3.3	<u>Interior Mount Transponders</u> - Interior mounted Transponders must provide the appropriate adhesive material and/or devices to allow them to be affixed to the vehicle in accordance with manufacturer's mounting instructions and shall not require any additional external power supply in order to meet the performance requirements described herein.		
23.3.4	<u>Exterior Mount Transponders</u> - Exterior mounted Transponders must provide the appropriate devices to allow them to be affixed to the vehicle in accordance with manufacturer's mounting instructions and shall not require any additional external power supply in order to meet the performance requirements described herein. Note: If Bidder's proposed solution is 6C, then Bidder shall supply at least one type of Exterior Mount Transponder; otherwise, If Bidder's proposed solution is 5.9 GHz, then Bidder shall consider this requirement as Not Applicable ("N/A")		

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

23.4 Transponder Batteries - Note: If Bidder's proposed Transponders do not require batteries, then this Section 23.4 and its subsections shall be considered as N/A by such Bidder(s)

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.4.1	DESIRED: SRTA desires that Transponders that are powered by a battery, allow a method for users to change the battery.		
23.4.2	The battery life shall extend for three (3) or more years, commencing on the same date as the warranty for the Transponder in which the battery is placed (Section 23.15). Please note: It is anticipated there could be approximately 200 reads per day in the I-85 Express Lanes corridor.		

23.5 Transponder Bar Codes

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.5	Transponders shall be bar coded to match the Transponder number physically encoded on the Transponder unit to support inventory control and automated input to the back office customer accounting system.		

23.6 Transponder Branding

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.6.1	All Transponders delivered in response to this ITB shall be branded "PeachPass" or any other branding that SRTA may require in the future, and shall not carry any visible manufacturer or vendor brand names. SRTA will provide all required and appropriate "PeachPass" logos and artwork.		
23.6.2	Bidders cannot otherwise use "PeachPass" logo or artwork except as authorized in writing by SRTA.		

23.7 Other Related Transponder Equipment

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.7	The Bidder's Transponder Bid Price(s) must be inclusive of the cost for any other associated hardware needed to install and support proper usage of the Transponders including Transponder shields or holders.		

23.8 Desktop Reader/Programmer

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.8.1	Bidder shall provide seven (7) Desktop Reader/Programmers		
23.8.2	The Desktop Reader/Programmer must support the automatic input of Transponder numbers into the back office customer accounting and inventory control systems.		

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

23.8.3	The Desktop Reader/Programmer must provide accurate radio frequency reads and must support the testing of all Transponder types provided under this ITB.		
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23.9 Testing Facilities and Test Results

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.9.1	The Bidder must have test facilities sufficient to adequately test the RFID Equipment in high-speed RFID lane applications.		
23.9.2	The facilities shall have, at a minimum, the ability to test and document a sufficient number of transactions to statistically verify the following attributes: <ul style="list-style-type: none"> • Reader/Transponder communication accuracy under various weather conditions such as rain, snow, sleet, fog, high heat and extreme cold • Reader/Transponder communication accuracy at speeds of 120 mph • Read range • Data transfer rate • Security including encryption and/or password features 		
23.9.3	In accordance with the Schedule set forth in Section 23.15 , the successful Bidder will furnish documentation (to the extent available) to SRTA describing: <ul style="list-style-type: none"> • Previous testing methods and protocols • Statistical methodologies applied • Test results for the attributes previously listed in Section 23.9.2 above, including results from testing conducted at test facilities and testing which has been documented in a production environment for RFID and/or HOT Lane applications 		

23.10 Support Services Requirements – Installation Support

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.10.1	Pursuant to the time set forth in the Schedule, the successful Bidder shall furnish documentation that will be provided to SRTA that will describe in detail any and all recommended training functions, test equipment, certifications, licenses and other support functions that the Bidder considers necessary to ensure proper installation, tuning and maintenance of the proposed RFID Equipment by the Systems Integrator.		
23.10.2	The Bidder shall assist the Systems Integrator with installation support (but not the physical installation) under the terms of this ITB of the RFID Equipment and commits to		

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

	<p>being onsite at the I-85 Express Lanes Project within five (5) business days of SRTA's request for Bidder's support services described herein. If SRTA chooses to install the RFID Equipment at GA 400, then Bidder shall assist the Systems Integrator with installation support (but not the physical installation) of the RFID Equipment and commits to being onsite at GA 400 within five (5) business days of SRTA's request for Bidder's support services described herein. The services to be performed by Bidder pursuant to Sections 23.9 and 23.10 shall be collectively referred to as "Support Services."</p>		
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23.11 Support Services Requirements – Testing Support

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.11.1	<p>The Bidder shall fully cooperate and participate with the Systems Integrator (and the GA 400 maintenance provider, if applicable), to support test plan development, test configuration set-up, tuning and all other associated test activities associated with the installation of Bidder's RFID Equipment. Test phases shall include:</p> <ul style="list-style-type: none"> • Factory Acceptance Test (FAT); • Hardware Production Testing; • In-Lane Site Installation Testing; • GA 400 Migration Testing (if SRTA determines to replace the RFID equipment already on location with the RFID Equipment sought in this procurement); • Final Integration Testing; • Site Acceptance Testing; and • System Acceptance Testing. 		
23.11.2	<p>Therefore, the Bidder must provide a price quote for 160 hours of support services (to be provided on-site when necessary as determined by SRTA, in consultation with SRTA's System Integrator.) to support the above activities of the System Integrator.</p>		
23.11.3	<p>Bidder shall track and invoice support services of billable intervals of no less than .25 hours and no greater than 1 hour.</p>		
23.11.4	<p>SRTA shall at its option utilize the time in whatever increments deemed necessary by SRTA, in consultation with SRTA's System Integrator.</p>		

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

23.12 Support Services Personnel Qualifications

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.12.1	The successful Bidder shall assign a Project Manager who shall interface with SRTA or SRTA's designated representative(s) during the performance of the awarded Contract.		
23.12.2	Bidder shall provide sufficient professional personnel and staffing to provide the products and perform the services required under this ITB.		
23.12.3	Bidder warrants and represents that all persons assigned to perform under this Contract shall be employees or authorized subcontractors of Bidder and shall be fully qualified to perform the services requested hereunder.		

23.13 Production and Delivery Capabilities

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.13.1	The Bidder must have 3 years of experience of producing Transponders and Reader Subsystems for tolling applications or if Bidder is a reseller, their supplier must have 3 years of experience of producing Transponders and Reader Subsystems in volumes of 1,000,000 Transponders per year or more.		
23.13.2	Bidder must warrant and represent that they are ready, willing and able to fulfill regular orders of 50,000 Transponders per month delivered within 60 days of receipt of purchase order from SRTA if or when SRTA so required.		
23.13.3	Bidder must contractually agree to be ready, willing and able to deliver the quantity of RFID Equipment requested by SRTA during the contract term. After startup of the I-85 Express Lanes Project (and the possible installation on the GA 400), the Bidder must have the capability and capacity to provide additional Reader Subsystems and Transponders necessary to support the potential expansion of HOT Lane applications and other potential tolling applications during the Contract period of at least five (5) years from Contract effective date. Therefore the Bidder must agree to the following requirements:		
23.13.3.1	The contract awarded shall be an indefinite-delivery/indefinite-quantity (IDIQ) contract for the products and services specified and effective for the Contract Term (including any renewals). The quantities of products and services specified in this ITB are estimates only and are not purchased by this ITB.		
23.13.3.2	Delivery or performance shall be made only as authorized by orders issued under the awarded Contract. The successful Bidder shall furnish to SRTA, when and if ordered, the		

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

	products or services specified, in whatever quantities requested.		
23.13.4	Notwithstanding the foregoing, SRTA shall order at least the quantity of products and/or services designated as "minimum order amount" in Section 22.2 of this ITB.		
23.13.5	Except for fiscal and other internal limits determined by SRTA, there shall be no limit on the number of orders that may be issued under the awarded Contract. SRTA may issue orders requiring delivery to multiple destinations or performance at multiple locations.		
23.13.6	Any order issued during the effective period of the Contract and not completed by the Bidder within that time period shall be completed by the Bidder within the time specified in the order. The awarded Contract shall govern the Bidder's and SRTA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.		
23.13.7	Bidder is required to deliver new products within sixty (60) calendar days after receipt of a SRTA order.		
23.13.8	Shipping Terms shall be FOB: Destination.		

23.14 Interface Control Documentation

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.14.1	The successful Bidder shall, within the time set forth in the Schedule, provide an Interface Control Document ("ICD") that documents all the required interfaces and functionality of messages including the interface between the reader/antenna and the Transponder as well as the interface between the Reader Subsystem and the lane controller.		
23.14.2	The ICD shall provide a message level interface (including protocols used) as well as a brief concept of operations that describes how the messages are used.		

23.15 Transponder Warranty

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.15.1	Bidder warrants and represents that all of their proposed Transponders shall meet the requirements and specifications set forth in this ITB.		
23.15.2	Bidder warrants and represents that all of its proposed Transponders shall be free from defects in function, labor and materials for a period of six (6) years. The warranty shall commence on the earlier of the two following dates:		

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

23.15.2.1	On the date that the Transponder is assigned to a SRTA customer account; or		
23.15.2.2	Twelve (12) months from the date the Transponder is delivered to SRTA's designated location.		
23.15.3	The warranty period for the replacement Transponder shall include all time remaining in the six (6) year warranty period for the defective Transponder that was returned to Bidder.		
23.15.4	Bidder shall ensure delivery of replacement Transponders within 30 days of Bidder's receipt of the defective Transponders.		

23.15.5 Transponder Battery Warranty (if applicable)

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.15.5.1	If the Transponder uses a battery, the Bidder warrants and represents that all of its proposed Transponder batteries shall be free from defects in function, labor and materials for a period of three (3) years. The warranty shall commence on the earlier of the two following dates:		
23.15.5.1.1	On the date that the Transponder is assigned to a SRTA customer account; or		
23.15.5.1.2	Twelve (12) months from the date the Transponder is delivered to SRTA's designated location.		
23.15.5.2	The warranty period for any replacement transponder battery shall include all time remaining in the three (3) year warranty period for the defective Transponder battery returned to Bidder.		
23.15.5.3	Bidder shall ensure delivery of replacement Transponders batteries within 30 days of Bidder's receipt of the defective Transponder batteries.		

23.16 Reader Subsystem Warranty

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.16.1	Bidder warrants and represents that each Reader Subsystem shall meet the requirements and specifications set forth in this ITB.		
23.16.2	Bidder warrants and represents that each Reader Subsystem shall be free from defects in function, labor and materials for a period of one (1) year. This warranty includes all reader, antenna and associated components, software, parts and operations including but not limited to the availability and accuracy guarantees. The warranty shall apply to each Reader Subsystem, and shall commence once each Reader Subsystem has passed final acceptance testing, and final acceptance is certified in writing by SRTA or its designated representative at each location, respectively.		

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

23.16.3	Bidder shall ensure delivery of replacement Reader Subsystem(s) within 15 business days of Bidder's receipt of the defective Reader Subsystem. In the event SRTA discovers latent defects of the Reader Subsystems, then Bidder shall, regardless of whether the warranty has expired, replace the defective Reader Subsystems with Reader Subsystems that are not defective.		
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23.17 Third Party Warranties

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.17.1	Bidder shall list all third party warranties in its Bid (if any). The Bidder shall track and assign to SRTA all third party warranties with respect to the RFID Equipment provided under the Contract awarded pursuant to this ITB.		
23.17.2	The Bidder's agreements with any third parties shall require that such parties consent to the assignment and enforcement of such warranties and representations to SRTA. The Bidder shall provide these warranties to SRTA within the time set forth in the Schedule.		

23.18 Warranty Process

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.18.1	During the applicable warranty period, Bidder will replace defective equipment.		
23.18.2	Upon discovery of defective equipment, SRTA or its designated representative shall ship the defective equipment to Bidder. Bidder shall ship replacement equipment to the address specified by SRTA in the documentation included with the defective equipment. Bidder may use any shipping method provided the replacement equipment arrives at the correct destination by the delivery date set forth in the applicable warranty. Bidder shall be liable for all costs of shipping the defective equipment to and from Bidder during the warranty period.		
23.18.3	Excessive Failure. In addition to the costs above, in the event of an Excessive Failure of any of the products delivered to SRTA pursuant to a Contract awarded under this ITB, the successful Bidder shall be liable for all costs incurred by SRTA, including, but not limited to: the establishment, renting and operation of multiple return depot locations; the public/end user notification costs; and labor and material costs. For purpose of this ITB, " Excessive Failure " is defined as a defect in function, labor or materials that is present in ten percent (10%) or more of any line item listed in Bidder's Bid Price Sheet (Appendix C), or any component thereof, during the applicable warranty period.		

**APPENDIX B
TECHNICAL COMPLIANCE FORM**

Bidder's Company Name:	
Bidder's Instructions:	

23.19 Invoicing – Billing invoices must be delivered to SRTA as specified per SRTA purchase orders. Each billing invoice must include the following:

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.19.1	SRTA contract number resulting from this ITB.		
23.19.2	SRTA purchase order number.		
23.19.3	Date of purchase.		

23.20 Licenses, Permits and Taxes

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.20	Bidder shall comply with local codes, laws, ordinances, regulations, and other requirements applicable to the products and services provided pursuant to this ITB.		

23.21 Schedule

<i>ITB Section</i>	<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
23.21	Bidder shall meet all deadlines and expectations set forth in the schedule in Section 23.21 ("Schedule").		

**APPENDIX C
BID PRICE SHEET**

Offeror's Company Name:	
Offeror's Instructions:	

**SEE SEPARATE EXCEL WORKBOOK
FOR
BID PRICE SHEET – APPENDIX C**

SRTA Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

State Road and Tollway Authority

Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

Schedule 1 --- Title

Bid Submitted By:

BID SHEET OUTLINE

Bid Worksheet Tabs

<u>Schedule #</u>	<u>Name</u>
1	Title
2	Instructions & Overview
3	Bid Pricing Summary
4	Transponder Prices
5	Subsystem Component Prices
5.1	Spare Parts Listing

SRTA Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

State Road and Tollway Authority

Tolling Transponders, Reader Subsystems and Support Services Bid

Instructions & Overview

This page provides notes and instructions for completing the Technical Compliance Worksheet and Bid Price Sheet.

1 Quantities: Some designated quantities are provided, while some are left blank for Bidder to complete. If the quantities provided must be modified in order to provide a complete and compliant proposal, please make that change.

2 Prices: Enter prices in the unit price column that corresponds with the item and quantities.

3 General: Bidder accepts all responsibility for use of the excel workbook provided in conjunction with this ITB.

i - Bidder is provided a copy of this spreadsheet as a courtesy and by using this file, Bidder accepts all responsibility and risks for the workbook, formulas, entries and the result of Bid.

ii - Bidder is implicitly making a bid compliant with the full Technical Requirements. In the event that a pay item or some type of compensation is not identified in the Bid which is ultimately accepted by SRTA, the successful Bidder may not ask for additional compensation.

4 Description of Schedules:

Schedule 3 --- Bid Pricing Summary Tab

This tab is the cost summary sheet for the provision of tolling transponders, reader subsystems and support services. The costs listed are automatically calculated from other tabs.

Schedule 4 --- Transponder Prices Tab

The detailed transponder information and prices (both interior and exterior) shall be entered in this tab. The estimated transponder quantities apply to the first year only.

Schedule 5 --- Subsystem Component Prices

This tab contains all the cost components for the RFID Reader Subsystems Equipment and Support Services. The estimated quantities apply to the first year only.

SRTA Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

State Road and Tollway Authority Electronic Tolling Transponders, Reader Subsystems and Support Services Schedule 3 --- Bid Pricing Summary			
Bid Submitted By: <input style="width: 150px; border: 1px solid black;" type="text" value="0"/>			
Purchase Price			
1	Transponders	\$0.00	A
2	RFID Reader Subsystems Equipment	\$0.00	B
3	Support Services	\$0.00	C
4	Total Bid Contract	\$0.00	
<p>Notes: (Do NOT complete this page.)</p> <p>A. The Transponder costs are calculated from Schedule 4 Transponder Prices, Line 13.</p> <p>B. The RFID Reader Subsystem Equipment total is calculated from Schedule 5 Subsystem Component Prices, Line 20.</p> <p>C. The Support Services costs total is calculated from Schedule 5 Subsystem Component Prices, Line 22.</p>			

SRTA Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

State Road and Tollway Authority

Electronic Tolling Transponder, Reader Subsystems and Support Services Bid

Schedule 4 --- Transponder Features & Prices

Bid Submitted By:

Input Transponder Types & Features				
	Non Feedback Audio	Audio Feedback Interior	Secondary Interior	Exterior
Type / Model				
Non-Transferable Sticker				
Transferable Hardcase Transponder				
Waterproof				√
Battery Powered				
Other Features: _____				
Other Features: _____				
Other Features: _____				
Other Features: _____				
Barcode Required	√	√	√	√
Read/Write Required	√	√	√	√

Note:

- (1) The space above is provided for bidders to supply additional information regarding the transponders they are proposing. Bidders should list "Other Features" of their proposed transponder(s) where indicated and place a check mark in the appropriate column for their proposed Transponder(s).
- (2) The "Secondary Interior" column only applies if the primary interior transponder type is "Non-Transferable Sticker". In this case, the Secondary Interior transponder type would be a "Transferable Hardcase Transponder".

Input Transponder Unit Prices				
	NonFeedback Interior	Audio Feedback Interior	Secondary Interior	Exterior
FY 10 -11				
FY 12				
FY 13				
FY 14				
FY 15				

Note:

- (1) The space above is provided for bidders to supply the unit price (in U.S. Dollars) for proposed transponder(s). Bidder should indicate specific unit price for each transponder type and each Fiscal Year listed.

SRTA Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

State Road and Tollway Authority
Electronic Tolling Transponder, Reader Subsystems and Support Services Bid
Schedule 4 --- Transponder Features & Prices (continued)

Bid Submitted By:

	Contract Year	Transponder Quantity (1)	Unit Price	Subtotal
Interior Mount				
1	FY10 - 11	250,000	\$0.00	\$0.00
2	FY12	50,000	\$0.00	\$0.00
3	FY13	50,000	\$0.00	\$0.00
4	FY14	50,000	\$0.00	\$0.00
5	FY15	50,000	\$0.00	\$0.00
6	Subtotal	450,000		\$0.00
Exterior				
7	FY10 - 11	20,000	\$0.00	\$0.00
8	FY12	20,000	\$0.00	\$0.00
9	FY13	20,000	\$0.00	\$0.00
10	FY14	20,000	\$0.00	\$0.00
11	FY15	20,000	\$0.00	\$0.00
12	Subtotal	100,000		\$0.00
13	Total	550,000		\$0.00
				A

Notes:

- 14 (1) The quantities for the transponders are estimates of the quantities required and will be used for evaluation only. The prices provided are for the life of the contract regardless of actual quantities used.
- 15 (2) SRTA reserves the right to evaluate use the pricing proposals in the most advantageous manner to achieve the best business case for the SRTA.
- 16 **A.** The "Total" is carried over to **Schedule 3 Bid Pricing Summary, Line 1.**

SRTA Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

State Road and Tollway Authority

Electronic Tolling Transponder, Reader Subsystems and Support Services

Schedule 5 --- RFID Reader Subsystems and Component Prices

Bid Submitted By:

Gantry Locations (Where each Gantry Location supports 2 directions of traffic)

<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
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RFID Reader Subsystem Equipment

1	RFID Antenna - (Must indicate Model)		<i>Each</i>		\$0.00
3	RFID Reader - (Must indicate Model)		<i>Each</i>		\$0.00
5	RFID Other Equipment (Must describe)		<i>Each</i>		\$0.00
6	RFID Other Equipment (Must describe)		<i>Each</i>		\$0.00
6	RFID Other Equipment (Must describe)		<i>Each</i>		\$0.00
6	RFID Other Equipment (Must describe)		<i>Each</i>		\$0.00
9	RFID Subsystem Documentation	1	<i>LS</i>		\$0.00
10	RFID Subsystem As-Built Documentation	1	<i>LS</i>		\$0.00
11	<u>Subtotal-RFID Reader Subsystem Equipment</u>				\$0.00

Transponder Support Equipment

12	Desktop Transponder Reader/Programmer	7	<i>Each</i>		\$0.00
14	Portable Transponder Support Equipment		<i>Each</i>		\$0.00
15	<u>Subtotal-Transponder Support Equipment</u>				\$0.00

Note:

(1) Bidder must include pricing for all components, software and services required to deliver the RFID Reader Subsystem. If needed, Bidder may add or modify lines on this document to ensure a complete pricing Bid.

SRTA Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

State Road and Tollway Authority

Electronic Tolling Transponder, Reader Subsystems and Support Services

Schedule 5 --- Support Services

	<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>	
Additional Components						
16					\$0	
17					\$0	
18					\$0	
19	<u>Subtotal-Additional Components</u>				\$0	
20	RFID Reader Subsystem Component Price Total				\$0	B
Support Services						
21	Support Services	160	Hour		\$0	
22	<u>Subtotal-Support Services</u>				\$0	C
Notes:						
(1) Bidder must include pricing for all components, software and services required to deliver the RFID Reader Subsystem. If needed, Bidder may add or modify lines on this document to ensure a complete pricing Bid.						
B. The RFID Subsystem Component Price Total (Line 20) which does not include Support Services, is carried over to Schedule 3 Bid Pricing Schedule, Line 2 .						
C. The Support Services Total (Line 22) is carried over to Schedule 3 Bid Pricing Schedule, Line 3 .						

SRTA Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

State Road and Tollway Authority

Electronic Tolling Transponder, Reader Subsystems and Support Services Bid

Schedule 5 --- RFID Reader Subsystems Component Prices (Cont.)

Bid Submitted By:

Input Reader Subsystem Unit Prices				
Contract Year	RFID Antenna	RFID Reader	Portable Reader Programmer	
1	FY10 - 11	\$0.00	\$0.00	\$0.00
2	FY12			
3	FY13			
4	FY14			
5	FY15			

Note:

(1) The space above is provided for bidders to supply the unit price (in U.S. Dollars) for proposed Input Reader Subsystem components. Bidder should indicate specific unit price for each component type and each Fiscal Year listed.

SRTA Electronic Tolling Transponders, Reader Subsystems and Support Services Bid

**State Road and Tollway Authority
Electronic Tolling Transponder, Reader Subsystems and Support Services
Schedule 5.1 --- ETC Subsystem Spare Parts Listing**

Price Proposal By:

	<i>Item Description</i>	<i>Delivery Lead Time</i>	<i>Warranty Period (months)</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
1							\$0
2							\$0
3							\$0
4							\$0
5							\$0
6							\$0
7							\$0
8							\$0
9							\$0
10							\$0
11							\$0
12							\$0
13							\$0
14							\$0
15							\$0
16	Total Spare Parts Pricing						\$0

Notes:

- (1) The diagnostic tools required for maintenance must be included with the spare parts.
- (2) Bidder should provide recommended spare parts based on proposed bid information. This collection of data is for informational use only.

APPENDIX D – CONTRACT

EXHIBIT D

SAMPLE CONTRACT

CONTRACT FOR RADIO FREQUENCY IDENTIFICATION EQUIPMENT AND SUPPORT SERVICES

This Contract for Radio Frequency Identification Equipment and Support Services (the “Contract”) is made and entered into as of the _____ day of _____, 2009 (“Effective Date”), 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 radio frequency identification equipment and to furnish services and documentation as more fully described in the ITB for Bid # 927-10-00001 and any addenda thereto and any documents referenced therein (collectively, the “ITB”); and

WHEREAS, the Contractor has represented to SRTA that it is experienced qualified and willing to provide the radio frequency identification Transponders, Reader Subsystems and related components set forth in Contractor’s ITB Bid Price Sheet (collectively referred to herein as the “Equipment”); the services set forth in **Sections 1.11 and 1.15** of the ITB (collectively, the “Support Services”); and, to provide the documentation required in the ITB (collectively, the “Documentation”); and

WHEREAS, SRTA has relied upon such representations and selected the Contractor to provide the Equipment, the Support Services and the Documentation required in the ITB (collectively or individually referred to as “Deliverables”);

WHEREAS, Contractor understands that the installation of the Equipment will be performed by a systems integrator, the services of which will be procured by SRTA in a separate procurement (“Systems Integrator”);

WHEREAS, Contractor, as part of the Support Services, agrees to cooperate and to assist the Systems Integrator as set forth in the ITB and the Contract; and

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

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. Recitals. The recitals set forth above are true and correct and are incorporated into this Contract.
2. Inclusion and Priority of Documents. The ITB (including any amendments thereto), which is incorporated herein by reference as Exhibit A (“ITB”), and the Contractor’s Bid (and any documents referenced therein) submitted in response thereto, which are incorporated herein by reference as Exhibit B (collectively, the “Contractor’s Bid”), are integral parts of this Contract. The ITB, the Contractor’s Bid, this Contract (including all amendments, documents and exhibits referenced in this Contract) shall be collectively referred to as the “Contract Documents” or the “Contract.” In the event of a conflict among the Contract Documents, the Contract Documents herein shall govern the contractual relationship between the Contractor and SRTA, and shall control one over another in the following order: Any formally executed Amendments to the Contract, the Contract, the ITB, and the Contractor’s Bid.
3. Scope of Work. Contractor agrees to provide and deliver all of the Deliverables set forth in the Contract Documents. All Equipment will be new, manufactured by skilled, qualified and properly trained labor, be free and clear of all liens and encumbrances, and not violate any intellectual property rights of any third party. Contractor shall perform the Support Services in a workmanlike and professional manner, consistent with the highest level of care and skill exercised by other providers of similar Deliverables in the industry. The Deliverables shall be performed by the Contractor within the periods specified in the schedule set forth in **Section 23.21 of the ITB** (“Schedule”) and in full cooperation with SRTA, its designated representative(s) and the Systems Integrator.

APPENDIX D – CONTRACT

4. Contract Term and Renewal. This Contract shall begin on September [REDACTED], 2009 and shall continue until June 30, 2015 (the “Term”). SRTA may elect to renew this Contract on the same terms and conditions up to four (4) additional renewal periods each with a term of up to six (6) months each. The renewal of the Contract shall be at the sole discretion of SRTA.
5. Pricing and Payment.
 - A. Pricing for Deliverables shall be as specified in the ITB.
 - B. SRTA agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of a valid invoice, provided that Equipment and Services have been accepted by SRTA as provided in the ITB or as hereinafter provided.
 - C. The Contractor shall deliver to SRTA an invoice on a monthly basis, requesting payment for Deliverables provided the previous month. The Contractor will submit an itemized billing, identifying the date and a description of the Equipment delivered, the Documentation furnished or the Support Services rendered the previous month, the status of any on-going Deliverables (i.e., the percent to completion of task or milestone), a detailed account or description of the work performed during the time period to further or complete a Deliverable, and notification if a Deliverable or milestone has been completed. Along with each invoice, the Contractor will provide any necessary backup documentation, certifications and test results, as required in the Contract Documents.
 - D. SRTA agrees to pay Contractor for all undisputed amounts on a valid invoice in accordance with its normal business practices; provided that the Deliverables listed in such invoice have been approved and accepted by SRTA as provided in the ITB or as hereinafter provided.
 - E. If payment for any Deliverable will be on a lump sum basis, Contractor shall not invoice for such Deliverable until the Deliverable is completed.
 - F. 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.
 - G. Deliverables to be provided by the Contractor shall not be withheld or disrupted due to non-payment by SRTA pursuant to this Section 5.
6. Acceptance of Deliverables. Contractor shall deliver any Equipment and/or perform any Services in accordance with the schedule set forth in **Section 23.21** of the ITB or the time specified in a Purchase Order issued by SRTA.
7. Warranties. In addition to any express or implied warranties provided by law, Contractor hereby expressly represents and warrants that:
 - A. In addition to any express or implied warranties provided by law, Contractor hereby expressly represents and warrants that:
 - (1) the Equipment, Documentation, and Support Services shall conform to the performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, and functions required by the ITB;
 - (2) the Equipment is compliant with [the ISO 18000 6C GEN2 Standard for RFID devices operating in the 900 MHz frequency range.] **OR** [the IEEE 802.11p/IEEE 1609 Standards for RFID devices operating in the 5.9 GHz frequency range.] (*Note: To be revised depending upon particulars of Awarded Bid*)
 - (3) the Support Services to be performed hereunder will be performed on time, and in a workmanlike manner, consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time the Support Services are provided;
 - (4) Contractor shall fully cooperate with SRTA, its designated representative(s), the Systems Integrator and any other governing authority, in furnishing all Support Services required by the Contract;
 - (5) Contractor will comply with the terms of the warranties as those terms are more fully set forth in **Sections 23.15 – 23.18** of the ITB and the Contractor’s Bid;
 - (6) Contractor's Equipment and other products, if any, will conform to generally applicable standards in the industry and Contractor shall use only new standard parts/materials or parts/materials equal in

APPENDIX D – CONTRACT

performance to new parts/materials unless otherwise agreed to in writing by SRTA;

- (7) The Deliverables will not be in violation of any applicable law, rule or regulation, and Contractor will obtain all permits and licenses required to comply with such laws and regulations;
 - (8) The Deliverables will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights. As used herein, “Intellectual Property” shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or at any later date;
 - (9) Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property used in the Deliverables contemplated hereunder and Contractor has the right to permit SRTA access to, or use of, such software, hardware, methods, methodologies and Intellectual Property;
 - (10) Contractor will convey good and marketable title to all Deliverables provided under this Contract, and that all Deliverables shall be delivered to SRTA free from all security interests or other liens or encumbrances. Contractor also agrees to defend SRTA’s title against all persons claiming ownership or other interest in the whole or part of any Deliverables supplied to SRTA under this Contract;
 - (11) All software present in the Equipment and any update or revision to any of such software will be free from defects and will meet all specifications set forth in this Contract and any documents referenced therein. Contractor will, without charge to SRTA or the Systems Integrator, correct any defects and make any fixes, additions, modifications or adjustments to any of such software or any update or revision to such software as may be necessary to keep the software in operating order in accordance with specifications at all times during the applicable warranty period.
- B. Contractor shall assign to SRTA the manufacturers' or other third party warranties for Deliverables furnished to SRTA; and,
- C. Neither any provision of this Contract nor any decision of SRTA shall relieve the Contractor of responsibility for faulty materials, faulty workmanship, or omission of any Deliverables.
- D. Contractor shall remedy any defects or supply any omissions resulting therefrom and pay for any damage to other work or other costs Contractor is liable for pursuant to **Section 23.18 of the ITB**.
- E. Contractor shall, within the time periods designated in this Contract, correct, remedy, replace, re-execute, supply omitted or defective Deliverable(s) and pay for any damage to other work resulting therefrom, without expense to SRTA.
- F. If the Contractor does not remove, make good the deficiency, correct, or remedy defective Deliverable(s), or supply any omitted Deliverable(s) within the time periods set forth under this Contract, then SRTA may, after five days written notice to the Contractor, remove the Deliverable(s), correct the Deliverable(s), remedy the Deliverable(s) or supply omitted Deliverable(s) at the expense of the Contractor. If SRTA has not yet made payment to Contractor, then SRTA may deduct the cost thereof from any payment then or thereafter due and owing the Contractor. If final payment has been made to Contractor, then Contractor shall reimburse the cost to SRTA within five business days of written demand therefore by SRTA. In case of emergency involving health, safety of property, or safety of life, SRTA may proceed at once and without notice to Contractor and Contractor shall remain responsible for the cost thereof.
- G. Correction of defective Deliverable(s) or supplying of omitted Deliverable(s) whether or not covered by warranty of a manufacturer, subcontractor or supplier of Contractor, remains the primary, direct responsibility of the Contractor.
- H. The remedies stated in this Section 7 are in addition to the remedies otherwise available to SRTA, do not exclude such other remedies, and are without prejudice to any other remedies.

8. Contractor Personnel.

- A. The Contractor shall provide sufficient professional personnel and staffing to provide the Deliverables. Contractor warrants and represents that all persons assigned to perform under this Contract shall be employees

APPENDIX D – CONTRACT

or authorized subcontractors of Contractor and shall be fully qualified to perform the Deliverables. 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, if any, made in Contractor's Bid shall not be changed unless approved by SRTA. Contractor's failure to continuously provide adequate staffing 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 for any or no reason. 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 SRTA, SRTA's designated representative(s), and the Systems Integrator during the performance of this Contract.

9. 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.

10. Subcontracting and Assignment. Other than as specified in the ITB or the Contractor's Bid, Contractor shall not subcontract, assign or otherwise permit anyone other than Contractor's personnel to perform any of the Support Services, furnish the Documents or provide the Equipment or provide any other Deliverables under this Contract, or assign any of its rights or obligations hereunder without SRTA's prior written consent. Contractor warrants that it shall make timely payments for work performed to any subcontractor or supplier 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 provision shall be null and void.

11. Order Processing.

- A. All orders for Equipment will be placed according to the terms herein. SRTA shall forward a Purchase Order ("P.O.") either via email or facsimile transmission to Contractor at the address listed in Section 29F, unless otherwise directed in writing by Contractor. The P.O. shall include the name, quantity and unit price of the Equipment being ordered, and the address to which the items shall be delivered.
- B. Equipment ordered according to **Section 23.21 of the ITB**, shall be delivered in accordance with the Schedule shown in that section of the ITB. All other orders of Equipment (except for the delivery of replacement Equipment which will be delivered pursuant to warranty provisions set forth in **Sections 23.15 – 23.18 of the ITB**) shall be delivered within 60 days of the P.O. date, unless otherwise agreed to by Contractor and SRTA.
- C. Contractor shall, within five business days of its receipt of the P.O., furnish a confirmation of its receipt of the P.O. to SRTA's Customer Service Center Manager via email or facsimile transmission. No terms or conditions, preprinted or otherwise, on Contractor's confirmation or any other documentation supplied by Contractor shall be effective or otherwise govern any transactions between SRTA and Contractor and all such preprinted terms are hereby declared null and void. The Contractor shall be responsible for all transportation charges to the FOB Destination Point, Freight Prepaid, with such point being SRTA's designated delivery location(s) specified in each P.O. This point shall also be the point at which SRTA takes title to the delivered Equipment in accordance with Section 7A (10).

12. Support Services. Contractor understands and agrees that:

- A. some or all of the Support Services will be performed during restricted hours as required by the Georgia Department of Transportation.
- B. Contractor may be required to assign Engineer(s), as needed, who are highly experienced with the Equipment to positively and actively engage with the Systems Integrator at the I-85 Express Lanes Project (and, at an

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additional cost to SRTA, at GA 400 or other future toll project locations if applicable) to answer questions concerning the installation of the Equipment; to troubleshoot any problem that may arise during the installation of the Equipment; and, to do all other things necessary (other than the physical installation of the Equipment) to assist the Systems Integrator in installing and testing the Equipment.

- C. in the event the Contractor deems that the Systems Integrator is delaying or not performing the installation as specified by the Contractor, Contractor shall immediately notify SRTA in writing of this matter, including a detailed explanation of such delay so that SRTA may investigate the issue and assist with a resolution. Contractor's failure to furnish a detailed written notification within two weeks after the Systems Integrator first failed to cooperate with Contractor or otherwise improperly installed the RFID Equipment, shall result in SRTA's denial of any future claim by Contractor that the Systems Integrator failed to properly install the Equipment or failed to cooperate with Contractor and Contractor shall be deemed to have waived such claim.

- 13. Risk of Loss. Contractor shall have sole responsibility for risk of loss to Contractor-owned facilities, equipment and other goods. Contractor shall assume the risk of loss for all Equipment until delivery of the Equipment at the location specified in the P.O.
- 14. Inspection of Work. If the ITB or the laws, ordinances, rules or regulations, or any public authority require any Deliverable to be tested or approved, the Contractor shall give SRTA timely notice in writing of its readiness for inspection and testing, and if the inspection is by any authority other than SRTA, of the date fixed for such inspection. The Contractor assumes the responsibility of furnishing all Deliverables in accordance with this Contract. No provisions of this Section 14 nor any inspection of the Deliverables by SRTA, representatives of SRTA, or any other third party shall in any way diminish, relieve, or alter the responsibility and undertaking of the Contractor; nor shall the omission of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any Deliverable that is not in accordance with the Contract Documents in any way diminishes, relieves, or alters the obligations of the Contractor nor shall the aforesaid omission diminish or alter the rights or remedies of SRTA as set forth in this Contract.
- 15. Intellectual Property License.
 - A. Contractor hereby grants to SRTA a fully paid-up, royalty-free, perpetual, irrevocable, non-exclusive license and/or sublicense to use, execute, maintain, display and perform copies of the Intellectual Property and derivative works thereof, and to prepare derivative works based upon any Intellectual Property provided by Contractor to SRTA under this Contract. This license includes the right to make and have made copies of any and all software, firmware and documentation, and to use any and all such copies, reproductions, modifications, adaptations, improvements or derivative works to utilize and operate the Equipment. The license provided hereunder shall cover all aspects of software and firmware, except for source code to programs owned and/or developed by any of Contractor's subcontractors, and programs of any third parties which the Contractor integrates, bundles or provides as part of the Equipment. The Contractor shall secure all required licenses from any third-party providers of software and firmware pursuant to the terms set forth above in the name of SRTA, and shall ensure that such licenses are transferable to and assignable by SRTA, without additional compensation. The Contractor shall furnish SRTA with original license agreements it obtains from such third-party providers of software and firmware upon delivery of the initial ten (10) Reader Subsystems as set forth in the Schedule. The Contractor shall also provide to SRTA the computer programs, disks and documentation for all software and firmware it obtains from third parties.
 - B. Exclusions. Except as expressly permitted by this Contract, SRTA agrees that it will not: (i) lease, loan, sublicense, or otherwise distribute the software to parties who are not State of Georgia government entities, other than the System Integrator; (ii) permit third-party access to, or use of, the software, except as permitted in this Contract; (iii) create derivative works based on the software; (v) reverse engineer, disassemble, or decompile the software; (vi) remove any identification or notices contained on the software.
 - C. Ownership. Title to the Equipment and other deliverables shall remain with the Contractor until they are accepted by SRTA in accordance with Sections 7A(10) and 13 above, provided that Contractor shall retain all right, title and interest in the software and any accompanying documentation.
- 16. Delay and Extensions of Time. If the Contractor is delayed in the progress of a Deliverable by any act or neglect of SRTA, or by an event listed in Section 29C, then the time of completion set forth in the Schedule shall be extended for such reasonable time as SRTA may decide. The Contractor expressly agrees that the Contractor's sole and exclusive remedy for such delay shall be an extension of contract time and that the Contractor shall make no demand

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for any damages. No such extension shall be made for delay occurring more than ten (10) days before claim thereof is made in writing to SRTA. In the case of a continuing cause of delay, only one claim is necessary, but no claim for a continuing delay shall be valid unless the Contractor, within ten days from the cessation of the delay, shall have given notice in writing to SRTA, with copy to SRTA, as to the amount of additional time claimed.

17. Liquidated Damages.

- A. Time is an essential element of this Contract. If the Contractor shall neglect, fail, or refuse to complete delivery of Equipment within the time periods set forth in **Sections 23.13.7, 23.15 – 23.18 and 23.21 of the ITB**, then the Contractor shall pay to SRTA, as liquidated damages and not as a penalty, the sum of \$5,000.00 per day for each calendar day beyond the delivery deadline date. The said amount is fixed and agreed to by and between the Contractor and SRTA because both parties agree and acknowledge the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which SRTA will sustain by failure of the Contractor to complete the Equipment delivery on time, such as loss of revenue, service charges, interest charges, delays caused to other activities of SRTA by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed by both parties to be a reasonable estimate of the amount of damages which SRTA will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor.
- B. For each calendar day that any Equipment remains undelivered after the time specified for delivery, the sum specified above will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due consideration shall be taken of any adjustment of the time for performance granted under the provisions of Section 16.
- C. The liquidated damages referred to herein are intended to be in addition to those remedies set forth in Section 27A.
- D. Permitting the Contractor to continue and finish the Deliverables or any part of the Deliverables after the expiration of the time allowed for completion or after any extension of time, shall not operate as a waiver of the rights of SRTA under this Section or any of section of the Contract.

18. Confidentiality.

- A. The parties acknowledge that in order to perform the Services called for in this Contract, it may be necessary to disclose to each other certain confidential information (“Confidential Information”). Each party agrees that it shall not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Contractor to perform the Services, and who have executed a nondisclosure agreement consistent with the provisions hereof.
- B. SRTA’s and the Agencies’ obligations hereunder shall be subject to the provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 *et seq.*), as it may be amended from time to time.
- C. Neither party shall have any obligation of confidentiality with respect to any information which: (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this Agreement; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction or is subject to disclosure under the Georgia Open Records Act.
- D. The Contractor may receive information which is considered proprietary and confidential including trade secret information concerning the activities associated with Gantry Controlled access (GCA) - Electronic Barrier and Enforcement System and Method, patent pending, US Patent Application #12/170322 (“GCA”).
- E. Contractor and its representatives shall use the confidential information solely for the purpose of providing the Equipment and furnishing the Support Services and shall not in any way use the confidential information to the detriment of SRTA.
- F. The Contractor shall return to SRTA any confidential information immediately on request but no later than

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upon the termination for whatever reason of this Contract.

19. Indemnification.

- A. General 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, employees, and members of the board (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.
- B. 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.
- C. 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.
- D. 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.
- E. Without restricting SRTA of the Attorney General or the Georgia Department of Administrative Deliverables ("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.

20. Intellectual Property Indemnification. Contractor represents and warrants that it will have at all times while performing the work and labor needed for the Deliverables and SRTA will have, upon completion of the Deliverables, all necessary patent, copyright, and any other necessary intellectual property rights to all Deliverables furnished by Contractor under the Contract and that all Deliverables, as a whole and each of its components shall not infringe any third party patent, copyright, trademark, trade secret or other intellectual property right. In case any Deliverable is held to constitute an infringement of the patent rights or copyrights or other intellectual property rights of a third party and its use is enjoined, the Contractor at the Contractor's sole cost and expense, shall promptly: (a) secure for SRTA, its representatives, agents, and designees the right to continue using the infringing item by suspension of the injunction or by procuring a perpetual, non revocable, paid-up, royalty-free, assignable,

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non-exclusive license(s) to reproduce, publish, or otherwise use for SRTA's direct purposes; or (b) replace the infringing item with a non-infringing substitute that meets the requirements of the Contract Documents; or (c) modify the infringing item so that it becomes non-infringing provided the resulting Deliverable meets the requirements of the Contract Documents. If the amount of time necessary to proceed with one of these options is deemed excessive by SRTA, SRTA may direct the Contractor to select another option or risk default. Nothing in this provision shall be deemed to limit or condition SRTA's rights otherwise set forth in the Contract, including termination. Contractor shall defend all suits or claims for infringement of any patent rights and shall defend, indemnify, save and hold SRTA, its agents, and assigns harmless from loss on account thereof resulting from the use by SRTA or any of its employees or agents of equipment supplied under this Contract. This intellectual property infringement provision shall not apply to any infringement or alleged infringement which is the result of or arises out of SRTA, its employees or agents modifying or altering any part or component, alone or in combination with any other part or component, except as consented to by Contractor. The Contractor's obligations under this Section are in addition to Contractor's Insurance obligations.

21. Limitation of Liability of SRTA. In no event shall SRTA be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits or lost data arising out of this Contract. SRTA's liability to Contractor, if any, shall be limited to direct damages and in such case, only to the extent of the amount SRTA has paid to Contractor under this Contract for the twelve months immediately preceding Contractor's claim.

22. 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 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.
- 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.

The Malpractice/Professional liability Policy may be obtained on a 'claims-made' basis, with a two year tail.

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- C. The foregoing policies must contain a provision that the policies will not be canceled, not renewed, nor 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 having a Best's rating of A or higher.
- D. The Contractor's obligations under this Section are in addition to Contractor's obligations under Section 20.
23. Non-exclusivity. This Agreement is entered into solely for the convenience of SRTA and the State of Georgia, and in no way precludes SRTA from obtaining like goods or services from other suppliers upon prior approval of SRTA. Such approval shall be made at the sole discretion of SRTA, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of SRTA or the State to do so.
24. Records Retention and Audit Rights.
- A. Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's performance of Deliverables 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, copies of all Records shall be given by the Contractor to SRTA.
- B. 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.
25. Safety Precautions. The Contractor shall comply with the rules and regulations of OSHA and any other governmental authority responsible for safety of labor, the work site or the project site, as applicable. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance, or operations. The Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created by Contractor's operations. Contractor shall designate a responsible member of its organization whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with SRTA in writing, this person shall be the superintendent of the Contractor. Contractor shall furnish any and all Material Safety Data Sheets applicable to Contractor's work to SRTA prior to commencing work under this Contract.
26. Cooperation, Transition of Deliverables, 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 Deliverables 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 Deliverables, 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 Deliverables provided hereunder, Contractor shall accomplish a complete transition of the Deliverables from Contractor to SRTA, or to any replacement provider designated by SRTA, without any interruption of, or adverse impact on the Deliverables or any other Deliverables 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 Deliverables related to such transition shall be performed at no additional cost beyond what would be paid for the Deliverables hereunder.
- C. The Contractor shall perform the end of Contract responsibilities as specified in the ITB or as otherwise specified by SRTA upon the expiration or earlier termination of this Contract.

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- D. 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 Section 26. 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.

27. 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 Deliverables 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. The Contractor acknowledges that the remedy set forth in this Subsection 27A is the Contractor's sole and exclusive remedy against SRTA for termination for cause and Contractor hereby waives all other rights and remedies it may have against SRTA.
- B. **Termination for Convenience.** SRTA may terminate this Contract upon 30 days written notice, which shall commence upon the date of said notice. All Deliverables as specified in the ITB 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 Deliverables 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 Subsection 27B is the Contractor's sole and exclusive remedy against SRTA for termination for convenience and Contractor hereby waives all other rights and remedies it may have against SRTA.

28. **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 Deliverables 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.

29. Miscellaneous Provisions.

- A. **Compliance with laws.** The Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, and local government laws, rules, regulations, orders and approvals, including but not limited to procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, information, O.C.G.A. Sec. 50-5-82, and auditing and reporting provisions, now or hereafter in effect, and any rules required by any federal grant funding payment by SRTA.
- B. **Parties Bound.** This Contract will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each party.
- C. **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,

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severe weather conditions, strikes or labor disputes, or war. Contractor’s exclusive remedies for force majeure are set forth in Section 16.

- D. 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.
- E. 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 exclusively in the Superior Court of Fulton County, Georgia.
- F. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and transmitted via hand delivery, overnight courier, 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:
 State Road and Tollway Authority
 Attn: Chief Operating Officer
 101 Marietta Street, Suite 2500
 Atlanta, Georgia 30303
 Phone: (404) 893-6105
 Fax: (404) 893-6144

For the Contractor:

- G. Compliance with Laws; Taxes. The Contractor will pay all taxes lawfully imposed upon it that may arise with respect to this Contract.
- H. Drug-Free Workplace.
 - (1) 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.
 - (2) If Contractor is an entity other than an individual, it hereby certifies that (a) a drug free workplace will be provided for the Contractor's employees during
 - (3) the performance of this Contract, and (b) 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."
 - (4) Contractor may be suspended, terminated, or debarred if it is determined that (a) the Contractor has made false certification hereinabove, or (b) the Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.
- I. 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.
- J. 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.
- K. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Contract.
- L. Headings. The captions in this Contract are solely for convenience, and will not affect the interpretation of any terms of this Contract.
- M. Counterparts. The parties may execute this Contract in counterparts.

APPENDIX D – CONTRACT

- N. Construction of Contract. In the event this Contract must be interpreted by a court of competent jurisdiction, the parties expressly agree that this is a negotiated Contract that will not be construed against one party over the other because such party drafted the Contract.
- O. Survival. Sections 2, 5, 6, 7, 12, 13, 15, 16-26, and 29 shall survive the termination for whatever reason of this Contract.
- P. 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: _____