



**State Road and Tollway Authority**

**Request for Qualifications**

**To Provide**

***General Tolling Services Consulting***

**RFQ # 92700-14-000004**

**Qualifications Due: April 10, 2014**

**SRTA  
State Road & Tollway Authority  
47 Trinity Ave., Fourth Floor  
Atlanta, Georgia 30334**

**REQUEST FOR QUALIFICATIONS**  
**RFQ# 92700-14-000004**  
**General Tolling Services Consulting**

The State Road and Tollway Authority (“SRTA”) is soliciting statements of qualifications from firms interested in providing General Tolling Services Consulting. It is envisioned that services will include, but not be limited to, services related to roadside tolling collection, ‘back office’ system enhancements, and related assistance with management of tolling infrastructure projects. This Request for Qualifications (“RFQ”) seeks to identify potential providers of the above-mentioned services to serve as SRTA’s General Systems Consultant (“GSC”). Some firms that respond to this RFQ, and who are determined by SRTA to be sufficiently qualified, may be deemed eligible, and may be invited, to interview and/or possibly offer proposals for these services. All respondents to this RFQ (individually, “Offeror” and collectively, “Offerors”) are subject to instructions communicated in this document, and are cautioned to completely review the entire RFQ and follow instructions carefully. SRTA reserves the right to reject any or all statements of qualifications or proposals, and to waive technicalities and informalities at the discretion of SRTA.

**IMPORTANT – RESTRICTION OF COMMUNICATION** From the time of advertisement of this solicitation until a contract is executed (final award) with a successful offeror and such final award is announced, interested firms are not allowed to communicate about this solicitation or scope with any staff or any official representatives of SRTA except for submission of questions as instructed in the RFQ, or as provided by any existing work agreement(s). Offerors, Finalist(s), and Apparent Awardee(s) are restricted from making public statements or press releases about their selection as finalists or their apparent award. For violation of this restriction, SRTA reserves the right to reject the submittal of the offending offeror.

**1. GENERAL PROJECT INFORMATION**

**1.1. General Organization Information**

SRTA is a state-level, independent authority created by the Georgia General Assembly to operate tolled facilities within the state, act as a transportation financing arm for the State, and operate the Georgia Transportation Infrastructure Bank. Currently SRTA manages the I-85 Express Lanes utilizing a back office and roadside Toll System known as the RITE system, furnished and hosted by Electronic Transactions Consultant Corporation (“ETCC”). SRTA has deployed ISO 18000-6C RFID transponders branded to the public as “Peach Pass” transponders. SRTA’s current toll facility on I-85 and all future facilities are contemplated to be all electronic toll facilities (“AET”). The all-electronic toll lanes on the I-85 Express Lanes require motorists to register and mount their Peach Pass transponder in their vehicle before using the roadway. Tolls are dynamically priced based on congestion. Using RFID AVI technology, Peach Pass customers who utilize SRTA toll facilities have the proper toll amount deducted from their pre-paid customer accounts. The Peach Pass transponder will also be used on future toll projects in Georgia.

Below is a listing of SRTA’s current tolling projects that are under development:

- **I-85 Express Lane Extension Project.** The I-85 Express Lane Extension project will include newly constructed express lanes. The project, approximately 10 miles in length and located entirely within Gwinnett County, would begin north of the existing high occupancy toll lanes on I-85 at Old Peachtree Road and would end at Hamilton Mill Road. South of I-985, the project proposes to add the new capacity lanes along I-85 outside of the existing eight-lane mainline. North of I-985, the new capacity lanes would be constructed on the inside shoulder along the four-lane section of I-85.
- **I-75 Northwest Corridor (NWC) Managed Lanes Project.** The 29.7-mile NWC Managed Lanes Project will involve the addition of reversible Express Lanes along I-75 and I-575 in Cobb and Cherokee Counties. The Project will include two lanes on the outside of the existing General Purpose Lanes along I-75, between I-285 and I-575. The two reversible tolled Express Lanes will consist of a mix of roadway at-grade, on walls, and elevated highway. In addition, one reversible tolled Express Lane will be added along I-75 between I-575 and Hickory Grove Road, as well as along I-575 to Sixes Road. These lanes will be at-grade and located in the median along the inside of the existing General Purpose lanes. Access to the Express Lanes will be provided by Express Lanes interchanges on I-75

and slip ramps on I-575. Reversible ramps providing connection to and from I-285 general purpose lanes are also part of the proposed improvements.

- **I-75 South Managed Lanes Project.** The I-75 South Managed Lanes Project will include reversible barrier-separated Express lanes along southbound I-75 and I-675 in Henry and Clayton Counties. The Project's Express Lanes system will begin at the I-75 Bridge over SR 155/McDonough Road and will consist of one reversible Express lane. Approximately 1-mile south of Mt. Carmel Road, the reversible Express Lane will transition from one to two reversible Express Lanes. Two reversible Express Lanes continue along I-75, ending just south of the I-75 southbound ramp from SR 138/Stockbridge Highway. From the I-75/I-675 Interchange, the Express Lanes continue along I-675 and end at SR 138/Stockbridge Highway. The Express lanes will be variably/dynamically tolled.
- **Regional/National Interoperability Project.** SRTA is currently working with Florida and North Carolina to establish regional interoperability, whereby a motorist who has a Peach Pass account can use toll facilities in the aforementioned states and have their toll charges deducted from their existing Peach Pass account. The same functionality would be made available to motorists who have Sun Pass or NC QuickPass accounts and decide to utilize Georgia toll facilities. Further, in compliance with the requirements of MAP-21 regarding National Interoperability, SRTA plans to establish national interoperability and is an active member of the International Bridge, Tunnel and Turnpike Association's ("IBTTA") National Interoperability Steering Committee. It is SRTA's intent to be interoperable with Florida's Sun Pass system and the Northeast's EZ Pass system by the time the I-75 South Managed Lanes project opens to traffic.

SRTA has entered into a Toll System Integrator contract with 3M to design and implement a dynamically-priced, roadside tolling solution for the I-75 South and the I-75 Northwest Corridor projects. The 3M solution will build toll transactions utilizing 3M's AVI technology and roadside tolling solution, assign the proper toll rates and send the transactions to SRTA's RITE back office system for posting to Customer accounts.

In addition to the technology and providers listed above, SRTA has engaged Atkins North America ("Atkins") as our General Engineering Consultant. In such capacity, Atkins works closely with the GSC, SRTA operations, project management and engineering staff as well as GDOT on both SRTA's current and future transportation projects (both tolled and non-tolled). Unlike, the GEC contract which provides services for all transportation related work involving SRTA and serves as primary point of contact with GDOT through SRTA's Director of Engineering; the GSC remains almost exclusively focused on toll related aspects of SRTA's business and works closely with the Executive Business Unit on a variety of toll-related matters and initiatives. It is not uncommon for key personnel from the GSC to serve as staff augmentation/extended staff at the request or direction of the Executive Director or Deputy Executive Director. Therefore, the offeror selected through this procurement as SRTA's GSC will be an integral part of the SRTA team as we develop and implement the projects above and enter into new endeavors to fulfill SRTA's mission/vision statement.

## 1.2. SRTA Mission/Vision

SRTA's Mission/Vision is to enhance mobility in Georgia by providing innovative transportation choices and financial solutions. We seek to fulfill that mission by maintaining and operating safe and efficient toll facilities, providing innovative transportation finance opportunities and identifying user-financed facilities that enhance the mobility of people, goods and services in and through Georgia.

## 2. SCOPE OF SERVICES

- 2.1. SRTA's goal through this procurement is to acquire services from a qualified firm for the provision of General Tolling Services Consulting, where the selected firm provides technical expertise in the review, selection and implementation of tolling system components and improvements. SRTA considers the services which are envisioned and generally described herein to be necessary. Offerors shall assume them to be mandatory; however the actual scope will be determined through procurement, negotiation and execution of a Consulting Services Agreement with a successful firm.
- 2.2. It is envisioned that a qualified Project Manager and team of the successful firm will: (1) provide leadership and assistance to SRTA in utilization of best practices in recording and developing business rules as they relate to existing tolling operations, future tolling strategies and variable pricing models (2) provide leadership in the development of requirements for tolling systems enhancements and/or replacement and assist in the creation of tolling-related service solicitations such as RFPs, including management of such competitive processes consistent with SRTA guidelines. The firm selected as a result of this RFQ will assist SRTA as the

subject matter expert in the review, selection and project management of any and all tolling system enhancements and proposals. (3) provide expertise in the project management of tolling systems selection, development and integration into the business process (4) review contract deliverables to ensure that the deliverable conforms to the terms of agreements with the Toll Systems Integrator and SRTA standards (5) review detailed development and implementation schedules and assist with progress reporting; (6) participate in system development testing and provide assistance to SRTA in monitoring the tests (7) review claims and change orders as requested (8) monitor the TCS Acceptance Testing and advise SRTA regarding test process and results; (9) advise SRTA regarding Tolling Collections Systems contract system performance standards (10) coordination of IVV (Independent Validation and Verification) services with the Georgia Technical Authority, if and as needed; and (11) advise SRTA as it moves towards interoperability with other states.

2.3. Specific tasks that may be requested under the Agreement may include, but not be limited to, the following:

- Map and or document existing business rules.
- Gather requirements for any desired system enhancements to accommodate business changes.
- Advise SRTA on tolling industry standards, best practices and trends.
- Assist in the drafting of future tolling related RFPs.
- Provide assistance in project management for Toll Collection Systems (TCS) improvements.
- Participate in TCS design reviews.
- Review contract deliverables to ensure that the deliverable conforms to TCS contract terms and SRTA standards.
- Review detailed development and implementation schedules and assist with progress reporting.
- Participate in system development testing and assist SRTA in monitoring the tests.
- Review claims and change orders.
- Monitor the TCS Design Testing and Acceptance Testing and advise SRTA regarding test process, progress and results.
- Advise SRTA regarding TCS contract performance standards.
- Coordinate Independent Validation and Verification services with the Georgia Technical Authority and their consultants.
- Host regularly scheduled meetings with SRTA management to review progress and provide status updates on the project.
- Work collaboratively and effectively with other stakeholders and governmental entities such as Georgia Department of Transportation (GDOT).
- Provide expertise and advice as SRTA works towards implementing interoperability with other states.
- Provide expertise as it relates to the tolling component of the State's managed lanes system plan.
- Provide other technical services as requested.
- Provide toll industry advice & consultation to SRTA's Executive Director and Deputy Executive Director, and to other members of SRTA's executive team as directed by SRTA's Executive Director and Deputy Executive Director, in support of SRTA initiatives/involvement with IBTTA, ATI and other industry organizations.

#### **2.4. Term and Professional Services Contract**

SRTA intends to engage the successful firm for discussion of services. It is envisioned that the services of the Consultant will encompass at least 24 months. (The actual schedule is subject to SRTA amendment.)

The Professional Services Contract is attached to this RFQ as ATTACHMENT I, and is the final Contract form that the SRTA expects to award as a result of this RFQ. Therefore, all costs associated with complying with the requirements of the final Contract should be included in any prospective pricing quoted as a result of being selected as Apparent Awardee.

Finalist(s) will be asked (in the Finalist Notification- see section 6 of RFQ) to review all contract terms and conditions and to be prepared to submit any and all questions, clarifications and recommendations to the Issuing Officer within (24) hours of being selected as Apparent Awardee. Exceptions must be listed as instructed in the Finalist Notification.

Requests that materially change the terms or the requirements of the as determined by the SRTA, in its sole discretion, will be rejected. Requests that grant the Apparent Awardee an impermissible competitive advantage, as determined by the SRTA, in its sole discretion, will be rejected. All requests will be taken into consideration by SRTA; however, the final Contract will contain the final Contract terms and conditions that are acceptable to SRTA.

### 3. SCHEDULE OF EVENTS

The following Schedule of Events represents SRTA's best estimate of the schedule that will be followed. All times indicated are prevailing times in Atlanta, Georgia. SRTA reserves the right to adjust the schedule as SRTA deems necessary.

a. SRTA issues public advertisement of <b>RFQ # *****</b>	3/18/14	-----
b. Deadline for submission of written questions and requests for clarification-	3/31/14	4:00 PM
c. SRTA provides answers and clarifications to potential offerors-	4/4/14	-----
<b>d. Deadline for submission of Statements of Qualifications-</b>	<b>4/10/14</b>	<b>2:00 PM</b>
e. SRTA completes evaluation and issues notification and other information to finalist firms-	4/18/14	-----
f. Deadline for submission of written questions from finalists-	4/22/14	4:00 PM
g. SRTA provides answers to finalists' questions-	4/25/14	-----
g. Deadline for finalist firms to submit Consulting Plan (if applicable)-	5/2/14	4:00 PM
h. SRTA interviews finalist firms (if applicable)-	5/8/14	TBA

### 4. SELECTION PROCESS

SRTA has important interest in the procurement and will closely administer the selection process. SRTA is soliciting statements of qualifications for evaluation and ranking for selection of one or more successful firms for potential award. SRTA has enlisted the following appropriate resources for assistance in carrying out this process:

#### 4.1 Selection Manager

This individual shall be assigned by SRTA, and will be responsible to the SRTA for the procurement. This individual shall be the Issuing Officer of the solicitation and shall facilitate this procurement process, including posting of solicitations and notices, receipt of submittals and questions, coordination of review, evaluation, ranking recommendation, facilitation of meetings and any interviews, and other duties up to, and throughout, the negotiation and prospective execution of the Consulting Services Agreement(s).

#### 4.2 Selection Committee

This Committee shall be composed of qualified persons approved by SRTA to review and evaluate offeror firms' statements of qualifications and other submittals, and possibly interview qualified finalist firms. The Selection

Committee shall, through the procedures defined herein, perform evaluation and ranking of all submitting firms for determination of most qualified firm(s).

#### 4.3 Technical Advisory Committee

This Committee, if convened, shall be composed of qualified persons approved by SRTA to assist the Selection Committee as deemed necessary by the Selection Committee. Members of the Technical Advisory Committee shall not be actual scorers in the evaluation process. SRTA, at its sole discretion, will determine whether any technical advisors are necessary.

#### 4.4 Method of Communication

Public procurement documents, including attachments, and associated addenda (if issued) will be publicly posted on the Georgia Procurement Registry ("GPR") at the following web address (and may be directly downloaded using Acrobat 7.0 or later version): [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). General communication of relevant, significant information regarding this solicitation will also be made via the GPR. Known interested firms and those firms which are deemed likely to be interested may be directly solicited immediately after public advertisement, however all firms are responsible for checking the GPR on a regular basis for updates, clarifications, and announcements. SRTA reserves the right to communicate via electronic-mail with the offerors' primary contacts listed in the Statements of Qualifications. **The Selection Manager named herein shall be the SOLE point of contact for participating firms for the duration of the procurement.** Other specific communications will be made as indicated in the remainder of this RFQ. In accordance with the RFQ Restriction of Communication, SRTA reserves the right to reject the submittal of any offeror violating this provision.

#### 4.5 Evaluation of Statements of Qualifications

The Selection Committee will evaluate all submittals upon submittal pre-review and validation by the Selection Manager, which shall include verification of receipt-on-time and in good order (apparent responsiveness). Responsiveness validation will also include verification of receipt of the following signed and notarized Exhibits: Exhibit A, *Statement of Qualification Certification* form; and Exhibit B, *Georgia Security and Immigration Compliance Act Affidavit* form. Submittals from offerors with apparent significant conflicts of interests are subject to additional pre-review prior to validation, other action, or disqualification.

**IMPORTANT:** Firms must meet the following minimum qualifications in order to be eligible for consideration:

- The Offeror shall have been engaged in at least two (2) consulting services contracts of similar subject matter and complexity for a government entity such as the federal government, state government or a regional government entity or otherwise for a private entity with demonstrated success.
- The Offeror shall have been in business for at least three consecutive (3) years.
- The Offeror shall propose a project manager with a minimum five (5) years of demonstrated tolling services consulting management experience and who will be assigned full-time for this project.

A selection of one or more finalists firms will be made by the Selection Committee upon evaluation of validated submittals. Each member/evaluator will assign points using the criteria identified in Section 5, below. Under facilitation and coordination from the Selection Manager, the Selection Committee members will thoroughly review and evaluate Statements of Qualifications submitted in response to this RFQ, using the criteria stated herein. For each evaluator, the points assigned to each criterion will be totaled and an individual evaluator rank will be determined for each firm. The rankings of all evaluators will be totaled to arrive at the sum of individual rankings for each submittal evaluated in order to determine the most qualified firm(s). The Selection Committee may choose, at its own discretion, one or more firms for further consideration, possibly including interview(s) and/or direct negotiation with a single most qualified firm.

## 5. EVALUATION CRITERIA

10% Factor} **Stability and resources** of the firm, including the firm's history, growth, resources, form of ownership, litigation history, financial information, and other evidence of stability.

45% Factor} Firm's relevant **experience and qualifications**, such as the evidence of qualification and experience of the firm's key staff and the evidence of the ability of the key staff in effectively performing services in programs comparable in complexity, size, and function, to clients such as government entities, private tolling entities, and similarly-structured organizations. This includes evidence of relevant competencies of the principal professional(s) and lead staff in related services and evidence of overall competency of the firm in providing relevant tolling consulting services.

35% Factor} Firm's apparent **suitability** to provide services for the project, including the firm's apparent fit to the project type and/or needs of SRTA, any special or unique qualifications for the project, past and projected workloads, the ability to gather appropriate resources in metro Atlanta, and any special or unexpected services offered by the firm which might be suitable for the program. The firm's non-discrimination policies and evidence of efforts or success in W/MBE-DBE inclusion will be a part of this evaluation.

10% Factor} Firm's **past performance**, including the demonstrated ability of firm in providing effective services for entities in programs comparable in complexity and function. This includes relevant references received from clients of the firm, and other evidence of past performance.

## 6. FINALIST NOTIFICATION

The names of the firm(s) selected as finalist(s) will be posted on the Georgia Procurement Registry and will receive written notification ("Finalist Notification") from the Selection Manager which will address the necessary elements of the remainder of the selection process. Finalist(s) will be instructed to completely review the contract terms and conditions and to be prepared to submit any and all questions, clarifications and recommendations to the Issuing Officer within (24) hours if the finalist is selected as Apparent Awardee. If applicable, requirements for the finalist(s) to submit a Consulting Plan, instructions for deliverables to be included in such plan, and criteria for the remainder of the selection process will be communicated in the Finalist Notification, along with other appropriate evaluation information. The Finalist Notification may also include any additional available program information, and finalist firms may be given relevant available information which has been developed (such as system information, designs, studies, preliminary plans, maps, etc.), and other available additional scope information. A specimen copy of the Consulting Services Agreement may also be provided.

An **interview** may be requested of one or more finalist firms. If so, detailed interview instructions and requirements of the finalists will be provided in the Finalist Notification. All members of the Selection Committee will be present during all of the presentations and interviews. Firms shall not address any questions, prior to the interview, to anyone other than the Selection Manager.

## 7. FINAL SELECTION AND AWARD

Upon completion of the selection process by the Selection Committee, the firms will be ranked in descending order of recommendation. Negotiations will then be initiated with the highest-ranked firm to finalize the terms and conditions of the contract, including the fees to be paid. In the event a satisfactory agreement cannot be reached with the highest-ranking firm, SRTA will formally terminate the negotiations in writing and enter into negotiations in turn with the second highest-ranking firm, and so on until a mutual agreement is established and SRTA awards a contract. The final Form of Contract shall be developed by SRTA. Execution of the contract shall constitute final award, and completion of this procurement.

## 8. INSTRUCTIONS FOR PREPARING STATEMENTS OF QUALIFICATIONS

**IMPORTANT- Statements of Qualifications must include certain signed and notarized Exhibits, which are provided herein. The Statements of Qualifications must be submitted in accordance with the instructions provided below, must be categorized and numbered as outlined below, and must be responsive to all**

**requested information below. References in submittals to websites or referrals to other sources of information are not desired, and such information may not be evaluated.**

One (1) original, five (5) copies and one (1) CD of the qualifications shall be prepared. Each submittal shall be identical and include a transmittal letter. Submittals must be typed on standard (8 ½" x 11") paper. The pages of the Statement of Qualifications submittals must be numbered. A table of contents, with corresponding tabs, must be included to identify each section. Responses are limited to fifteen (15) double-sided pages or less using a minimum of an 11-point font. Any, exhibits, affidavits, or other enclosure information called for may be included in an appendix and will not count toward the page limit. Each Statement of Qualifications shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities. Fancy bindings, colored displays, and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

**A. Description and Resources of Firm**

- A1. Provide basic company information: Company name, address, name of primary proposing contact, telephone number, fax number, E-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which project will be managed and this office's proximity to SRTA's offices. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), or other structure?
- A2. Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers of employees and locations.
- A3. Has the firm been involved in any litigation in the past three (3) years? Describe your experience with litigation with clients. List any active or pending litigation and explain. List any indictments the firm/principals have been issued.
- A4. Provide a statement of disclosure, which will allow SRTA to evaluate possible conflicts of interest. Respondents must provide, in their own format, a statement of all potential legal or otherwise significant conflicts of interests possibly created by the respondent being considered in the selection process or by the respondent's involvement with SRTA or involvement in a particular SRTA project. Respondents should provide information as to the nature of relationship(s) with parties in such potential conflict.
- A5. Provide name of insurance carrier, types and levels of coverage, and deductible amounts per claim.
- A6. Supply financial references and main banking references.
- A7. Has the firm ever been removed from a contract or failed to complete a contract as assigned?
- A8. Complete the following:
  - a. The Immigration and Security Form (*Exhibit "A" enclosed with RFQ*);
  - b. The Supplier Tax Compliance Form (*Exhibit "B" enclosed with RFQ*);
  - c. The Proposal Certification Regarding Debarment, Suspension, Ineligibility Form (*Exhibit "C" enclosed with RFQ*);
  - d. The Statement of Responsibility Certification Form (*Exhibit "D" enclosed with RFQ*)(provide a notarized original with response); and
  - e. The Certificate of Non-Collusion Form (*Exhibit "E" enclosed with RFQ*);

*The forms required to be submitted as part of the section A8 submission shall not be considered part of the limited 15-pages.*

**B. Experience and Qualifications**

- B1. Provide professional qualifications and description of experience for principal project staff. The project manager's resume must be included. (At this stage, firms are asked for information on lead staff only, but may list qualifications and experience on more than one lead individual who are being

proposed for services to SRТА. If the firm is selected as a finalist, SRТА may request detailed information on the exact proposed expanded team and their relevant experience.)

- B2. Provide information on the firm's experience for clients where the services provided were of similar type, function, and complexity. Describe no more than seven (7) and no less than three (3) accounts, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform services for SRТА. For each account, the following information should be provided:
- Client name, location and dates during which services were performed.
  - Clear description of overall project and services performed by your firm.
  - Exact length of service performed by your firm, and overall project budget.
  - Client's stated satisfaction in service of your firm. (Include letters from SRТА, if available)
  - Client's current contact information.
  - Letters of reference from at least (2) of those clients for whose projects were of similar scope. (Letters of reference should describe the work completed, and contain some specific examples on how quality products were delivered on schedule and within budget.)
- B3. Provide professional qualifications and description of experience and/or familiarity with SRТА's current providers and technology. Specifically ETCC, 3M, and ISO-18000-6C. Provide evidence of experience on projects similar to those outlined in *Section 1.1*. Information regarding firm's staff familiarity with Interoperability, managed lanes, or other features or issues that are typical for the project types listed should be discussed as well as the firm's explanation of what makes them best suited to assist/advise SRТА on the projects. SRТА may request detailed information on the exact proposed expanded team and their relevant experience.)

### **C. Statement of Suitability**

- C1. Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Provide evidence of the firm's fit to the project and/or needs of SRТА, any special or unique qualifications for the project; provide current and projected workloads, logistical capabilities for working in proximity to SRТА offices, and any special services offered by the firm that may be particularly suitable for this project.
- C2. Provide any non-discrimination and equal employment opportunity policies of the firm.

## **9. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION**

Questions about any aspect of the RFQ, or the project, shall be submitted in writing (e-mail is required) to: **Richard Sawyer, Consultant/Selection Manager, e-mail: [rsawyer@georgiatolls.com](mailto:rsawyer@georgiatolls.com)**. The deadlines for submission of questions relating to the RFQ are the times and dates shown in the (*Schedule of Events- Section 3*). From the issue date of this solicitation until a successful proposer is selected and the selection is announced, offerors are not allowed to communicate about this solicitation for any reason with any members or employees of SRТА or GDOT except for submission of questions as instructed in the RFQ, or as provided by any existing work agreement(s). For violation of this provision, SRТА reserves the right to reject the proposal of the offending offeror.

## **10. CONFIDENTIAL/PROPRIETARY INFORMATION**

The Offeror submitting records containing trade secrets that wishes to keep such records confidential shall comply with the requirements set forth in O.C.G.A. § 50-18-72(a)(34), including but not limited to submitting and attaching to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets. Offerors that decide to submit information they believe should be exempt from disclosure under the Open Records Act shall also: (i) clearly mark each page containing such information as confidential, proprietary or exempt, (ii) shall include such information in a different color from the rest of the proposal text, and (iii) shall state the legal basis for the exemption with supporting citations to the Georgia Code. Notwithstanding the foregoing, Offerors are hereby given notice that any and all materials submitted in response to this RFQ are subject to the provisions of Georgia's Open Records Act upon completion of the RFQ process. SRТА's receipt, review, evaluation or any other act or omission concerning any such information shall not be considered to create an acceptance of any

obligation or duty for SRTA to prevent the disclosure of any such information except as required by the Open Records Act.

Pursuant to Georgia Law, if the information is requested under the Open Records Act, SRTA shall make a final determination if any exemption actually exists for SRTA to deny the request and prevent disclosure. SRTA will withhold such information from public disclosure under the Open Records Act only if SRTA determines, in its sole discretion, that there is a legal basis to do so.

Statements of Qualifications and other submittals pursuant to this RFQ are considered Sealed Proposals, and all material submitted regarding the RFQ becomes the property of SRTA.

#### **11. SUBMITTAL OF STATEMENTS OF QUALIFICATIONS**

One (1) original submittal, five (5) copies, and one (1) CD must be sealed in an opaque envelope or box, and reference to the **RFQ # 92700-14-000004** and the words **“GENERAL TOLLING SERVICES CONSULTING / STATEMENT OF QUALIFICATIONS”** must be clearly indicated on the outside of all of the envelopes or boxes. Statements of Qualifications **must be physically received by SRTA** prior to the deadline indicated in the Schedule of Events (*Section 3 of RFQ*) at the exact address below:

**State Road and Tollway Authority  
Attn: Richard Sawyer, Consultant/Selection Manager 47 Trinity Ave., Fourth Floor  
Atlanta, Georgia 30334**

No submittals will be accepted after the time set for receipt. Statements of Qualifications submitted via facsimile or e-mail will be rejected. All expenses for preparing and submitting responses are the sole cost of the firm submitting the response. SRTA is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of SRTA. Labeling information provided in submittals “proprietary” or “confidential”, or any other designation of restricted use **will not protect** the information from public view. Subject to the provisions of the Open Records Act (O.C.G.A. § 50-18-70 et seq.), the details of the proposal documents will remain confidential until final award.

EXHIBIT A

IMMIGRATION AND SECURITY FORM

(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)

<b>Contractor's Name:</b>	
<b>SRTA Solicitation/ Contract No.:</b>	

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the State Road and Tollway Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

EEV / E-Verify™ Company Identification Number

BY: Authorized Officer or Agent  
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

Notary Public

My Commission Expires:

\*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>SRTA Solicitation/ Contract No.:</b>	

**ADDITIONAL INSTRUCTIONS TO CONTRACTOR:** Identify all subcontractors used to perform under the state contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The contractor is responsible for providing a signed and notarized affidavit to the State Entity within five (5) days of the addition of any new subcontractor used to perform under the identified state contract.

<b>Contractor's Name:</b>	
<b>Subcontractors:</b>	

**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>SRTA Solicitation/ Contract No.:</b>	

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of the State Road and Tollway Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

[NOTARY SEAL]

My Commission Expires:

\*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**IMMIGRATION AND SECURITY FORM  
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>State Solicitation/ Contract No.:</b>	

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ and \_\_\_\_\_ on behalf of State Road and Tollway Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

[NOTARY SEAL]

My Commission Expires:

\*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**EXHIBIT B**

**SUPPLIER TAX COMPLIANCE**

**INSTRUCTIONS TO SUPPLIERS**

Please complete the following information:

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

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

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

**NOTICE TO SUPPLIER:**

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

**STATE ENTITY:** The State Road and Tollway Authority (SRTA) will submit this form via email to DOR at [tsd-state-contractors@dor.ga.gov](mailto:tsd-state-contractors@dor.ga.gov) for processing applicable to contracts exceeding \$100,000.00.

**EXHIBIT C**

**PROPOSAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR ENGINEERING OR DESIGN-RELATED CONSULTANT SERVICES INVOLVING CONTRACTS WITH FEDERAL-AID PARTICIPATION**

*The State Road and Tollway Authority (SRTA), a government entity of the state of Georgia, has issued the content of this document corresponding to the Federal Highway Administration (FHWA) Form 1273 (Revised May 1, 2012). For confirmation of compliance, Offeror/Participant must sign and submit this document as a part of its proposal response to the referenced procurement solicitation.*

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this 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;

(3) Are not 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 in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**OFFEROR/PARTICIPANT ACKNOWLEDGEMENT:**

The undersigned is authorized by the below company/firm, and furnishes this certification to the State Road and Tollway Authority, Georgia to affirm compliance with the rules and conditions set forth herein, and understands as such that the Undersigned company/firm is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company/Firm Name (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type or Print Name:

**EXHIBIT "D"**

**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 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

CERTIFICATION CONTINUED ON FOLLOWING PAGE

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.

**EXHIBIT "E"**

**CERTIFICATE OF NON-COLLUSION**

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and further certifies that the supplier has not:
  - a. Employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this solicitation.
  - b. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the solicitation.
  - c. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this submitted response; except as here expressly stated (if any); and

7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Company Address:</b>	
<b>FAX Number:</b>	
<b>Email Address:</b>	
<b>*This table must be completed in its entirety by the supplier.</b>	

ATTACHMENT I

**PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made and entered into as of the 1<sup>st</sup> day of July 2014 (“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 \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the state of Georgia (the “Consultant”). SRTA and Consultant may be referred to individually, as “Party” or collectively, as “Parties.”

**WHEREAS**, SRTA desires to secure a qualified and experienced firm to perform professional services as more fully described in the Request for Qualifications to Provide General Tolling Services RFQ # \_\_\_\_\_ and any addenda thereto and any documents referenced therein (collectively, the “RFQ”),

**WHEREAS**, the Consultant has represented to SRTA that it is experienced and qualified and willing to provide all of the labor and expertise needed to successfully provide professional general tolling services consulting and as otherwise as additional services are described in the RFQ (collectively, “Services”),

**WHEREAS**, SRTA has relied upon such representations and selected the Consultant to furnish the Services, and

**WHEREAS**, pursuant to OCGA §32-10-63(5), SRTA is authorized to contract for the Services.

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

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Contract.
2. **DEFINITIONS.** Any capitalized term not specifically defined in this Contract will have the same meanings assigned in the RFQ to that term.
3. **INCLUSION AND PRIORITY OF DOCUMENTS.** The RFQ is incorporated herein by reference as **Exhibit A.** The Consultant’s Statement of Qualification (and any documents referenced therein) and \_\_\_\_\_ (and any documents referenced therein), which were submitted in response to the RFQ, are incorporated herein by reference as **Exhibit B.** The Consultant’s Statement of Qualification and the Consultant’s \_\_\_\_\_ shall be collectively referred to as the “Statement of Qualifications.” The RFQ and the Statement of Qualifications are integral parts of this Contract. The RFQ, the Statement of Qualifications, and this Contract (including all amendments, documents, exhibits, Task Orders and Amended Task Orders referenced in the 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 Consultant and SRTA, and shall control one over another in the following order: any formally executed Amendment to the Contract, the Contract, the RFQ, and the Statement of Qualifications.
4. **CONTRACT TERM AND RENEWAL.** This Contract shall begin on the Effective Date and shall continue until June 30, 2018 11:59 pm (the “Initial Term”). SRTA may elect to renew this Contract on the same terms and conditions for up to one (1) additional renewal period with a term of up to one (1) year. The renewal of the Contract shall be at the sole discretion of SRTA and be evidenced by an Amendment.
5. **CONSULTANT’S RESPONSIBILITIES.**
  - 5.1 **General.** In performing the Services, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions and like circumstances. The Services to be performed by the Consultant under this Contract shall encompass and include all detail work, services, materials, equipment, and supplies necessary to provide professional engineering and related services on an "on call" basis to SRTA.
  - 5.2 **Personnel.** The Consultant shall employ only persons qualified and duly registered, if applicable, in the appropriate category of Services to be performed. The Consultant shall use the Key Personnel set forth

in the Statement of Qualifications (“Key Personnel”), unless changes to the Consultant’s staff are approved in writing by SRTA.

**5.2.1 SRTA’s Right to Remove.** SRTA shall have the right to request the Consultant to remove an employee from performing under this Contract if (a) the employee is not performing satisfactorily, (b) the employee is posing a security risk to any project or to SRTA’s business, or (c) the employee’s presence on a project is not in the best interest of SRTA. In the event of such removal, Consultant will replace the employee with the appropriate personnel within the time reasonably specified by SRTA.

**5.2.2 Consultant Program Manager.** Consultant shall assign a Program Manager who shall interface with SRTA (“Consultant Program Manager”), any person or persons authorized by SRTA to represent SRTA in some or all dealings with the Consultant (“SRTA-designated Representatives”), GDOT and/or GDOT’s contractors during the performance of this Contract.

**5.2.3 Key Personnel.** A significant factor in SRTA’s decision to award this Contract to Consultant is the level of expertise, knowledge and experience possessed by employees of Consultant, particularly Key Personnel and Consultant’s agreement to have employees possessing such expertise, knowledge and experience available at all times throughout the Initial Term and each Renewal Term, to assist in the provision of the Services. Throughout the Initial Term and each Renewal Term, Consultant shall employ individuals having significant training, expertise and experience in the areas or disciplines more particularly set forth in the Contract Documents, together with such other areas of expertise, knowledge and experience as may be designated by SRTA from time to time during the Initial Term and each Renewal Term. When SRTA designates an additional area for which expertise, knowledge and experience shall be required, Consultant shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such expertise, knowledge and experience. Consultant shall not substitute Key Personnel without the prior written approval of SRTA. Any desired substitution shall be noticed to SRTA, accompanied by the names and references of Consultant’s recommend substitute personnel. Notwithstanding any provision in the Contract Documents to the contrary, the Consultant’s Program Manager shall be considered one of the Key Personnel.

**5.3 Accuracy of Services.** The Consultant shall be responsible for the accuracy of the Services and shall promptly correct its errors and omissions without additional compensation from SRTA. Acceptance of the Services by SRTA will not relieve the Consultant of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or for the costs associated with any additional work.

**5.4 Interpretation of Information.** At any time during the performance of any Services, the Consultant shall confer with SRTA for the purpose of interpreting the information obtained and to correct any errors or omissions. These consultations, clarifications, or corrections shall be made without added compensation to the Consultant other than what has been provided for under the terms of this Contract. The Consultant shall give immediate attention to these changes so there will be minimum delay to others.

**5.5 Safety.** The Consultant shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and sub-consultants to do the same. The Consultant alone shall be responsible for the safety, efficiency, and adequacy of its Services, and employees, agents and sub consultants, and for any damage that may result from their actions or inactions.

**6. THIS SECTION INTENTIONALLY LEFT BLANK.**

**7. SUBCONTRACTING AND ASSIGNMENT.**

**7.1 Assignment.** Consultant shall not assign, delegate, sublet or transfer this Contract or any rights under or interest in this Contract without the prior written consent of SRTA, which may be withheld for any reason.

**7.2 Subcontracting.** Nothing contained herein shall prevent Consultant from employing independent professional associates, sub consultants as Consultant may deem appropriate to assist in the performance of Services hereunder. However, Consultant shall not subcontract Services to sub consultants that are different from those sub consultants listed in Statement of Qualifications, without obtaining SRTA’s prior written approval, which approval is within SRTA’s sole discretion. SRTA shall

have the right to require the Consultant to remove a sub consultant of Consultant from performing under this Contract, if in SRTA's sole opinion, such sub consultant (a) is not performing its portion of the Services satisfactorily, (b) is failing to cooperate as required in the Contract Documents, (c) is posing a security risk to any project or to SRTA's business, (d) is otherwise breaching a term of the Contract Documents that is applicable to that portion of the Services being performed by the sub consultant, or (e) presence on a project is not in the best interest of SRTA. In the event of such removal, Consultant will replace the sub consultant with a suitable replacement within the time reasonably specified by SRTA.

**7.3 Consultant Remains Responsible.** If Consultant subcontracts any of the Services to be performed under this Contract, Consultant shall be as fully responsible to SRTA for the acts, errors, or omissions of Consultant's sub consultant and of the persons employed by them as Consultant is for the acts and omissions of persons directly employed by Consultant. Consultant shall be obligated to assist SRTA in the enforcement of any rights that SRTA may have against such sub consultant. Notwithstanding any subcontract or agreement with any sub consultant, Consultant shall be fully responsible for all of the Services required pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents to the contrary, Consultant shall be responsible to SRTA for all terms, conditions, liabilities, and responsibilities under the Contract Documents regardless of whether Consultant or its sub consultants, suppliers, independent contractors, agents or assigns perform any aspect of the Services.

**7.4 Mandatory Terms in Subcontracts.** Nothing contained in this Contract shall create any contractual relationship between any sub consultant of Consultant and SRTA. Any subcontract entered into as a result of this Contract, shall contain all applicable provisions of the Contract Documents that in any way relate to an item of Services that any sub consultant will perform and/or furnish, as well as provisions pertaining to, records, and payment methods. The Consultant shall further ensure that all subcontracts entered into with its sub consultant grant SRTA all of the rights and privileges of such subcontract, including but not limited to (so long as SRTA is not in default of its obligations under this Contract) SRTA's right to secure materials or services from the sub consultant that might be a part of the sub consultant's Services.

**7.5 Failure to Comply.** Any assignments or subcontracts made in violation of **Sections 7.1 (Assignment) and/or 7.2 (Subcontracting)** shall be null and void.

**8. 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 Consultant is an independent Consultant 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. Consultant 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 Consultant's employees.

**8.1 Joint Venture/Partnership.** If Consultant is a joint venture or partnership then each member of the joint venture or partnership shall be jointly and severally liable to SRTA and to the State for any and all obligations, responsibilities, liabilities, damages, liquidated damages, warranties or otherwise arising under the Contract Documents.

**9. PROCESS.** This is an Indefinite Delivery, Indefinite Quantity Contract. Accordingly, there is no set amount of or frequency for the Services. The Consultant shall perform the required Services through issuance of a Task Order that shall be signed by both Parties. SRTA will order from the Consultant, all or a portion of the Services specified in the RFQ as such Services, in SRTA's sole opinion, is needed. SRTA is not required to purchase any Services from the Consultant.

**9.1 Task Order.** Each specific activity, task, or project performed by Consultant under this Contract shall be performed by written task order in a form substantially similar to that contained in **Exhibit \_ to this Contract** ("Task Order"). All Task Orders and Amended Task Orders (defined in **Section 9.2/Amended Task Order**) are subject to the terms and conditions of the Contract Documents. In the event of a conflict among a Task Order, an Amended Task Order and the Contract, the order of priority

is: the Amended Task Order, the Task Order, and the Contract. The Consultant shall prepare and deliver plans, special studies, specifications, estimates, and reports in accordance with the terms and conditions of the Contract Documents. SRTA may initiate the Task Order procedure by notice to the Consultant setting forth the proposed project and Services desired. Within five (5) business days thereafter, the Consultant shall provide a detailed proposal which includes, but not be limited to, a general description of the project involved and, with specificity, the various items of Services to be accomplished, including a detailed time schedule for completion of the Services, and the cost of the Services. If necessary, the Parties shall thereafter negotiate the details of the proposed Task Order. No payment for Services under this Contract will be made which is not authorized by a Task Order signed by both Parties.

**9.1.1 Scope of Services.** The scope of Services that Consultant may perform during the Term of the Contract are as set forth in the RFP and otherwise as set forth in the Contract. Each Task Order shall specify the type of Services that Consultant shall perform. The Parties agree that no management support services shall be included in the scope of Services in a Task Order unless the support responsibilities are within the scope of the originally executed Contract. Management support services shall not include any activities that are inherently a governmental function as listed in FAR 7.503(d), including but not limited to approving contractual documents, administering contracts, and the collection, control or disbursement of public funds including the examination of routine vouchers and invoices. All management support services that will be performed by the Consultant shall be included within the Contract and reiterated in the Task Order where applicable. Any management support services that were not included within the original Contract Documents but subsequently become necessary shall be included in a Task Order only after the execution of an Amendment to the original Contract to include the addition of the needed management support services.

**9.2 Amended Task Order.** The terms of the Task Order shall not be modified unless evidenced by a written amended Task Order ("Amended Task Order") signed by the Parties. Any Services performed outside of the terms and conditions of a Task Order or an Amended Task Order will be ineligible for reimbursement.

**9.3 Project Schedule.** The performance time of each Task Order and Amended Task Order, as applicable, shall be set forth in each Task Order or Amended Task Order, as applicable. Any Services performed before or after the time set forth in the Task Order or Amended Task Order, as applicable will be ineligible for reimbursement. All Services set forth in a Task Order or Amended Task Order shall be performed by the Consultant within the times specified in the Task Order or Amended Task Order, as applicable. Unless an extension of time is granted by SRTA pursuant to **Section 14.3 (Time Extensions)** of this Contract, Consultant will successfully, fully and entirely complete and otherwise perform all Services as required in the Contract Documents.

**10. PAYMENT.** The maximum not to exceed amount for all Services performed during the Initial Term is \$\_\_\_\_\_.00, unless otherwise agreed to in writing by SRTA. Each Task Order or Amended Task Order, as applicable, shall set forth a maximum not-to-exceed amount for Services performed under that Task Order.

**10.1 General.** For full and complete compensation for all work, materials, and Services furnished under the terms of this Contract, each Task Order shall specify whether the Consultant shall be paid hourly in accordance with the rates set forth in **Exhibit E** or a firm fixed price amount. The firm, fixed price amount for a Task Order shall be based on estimated staff hours, direct labor rates, direct expenses, an overhead rate, and sub-consultant costs. The firm, fixed price amount for each Task Order shall not be exceeded unless SRTA determines that there is a substantial change in scope, character, or complexity of the Service from those originally negotiated for the applicable Task Order.

**10.2 Trust Funds.** All payments made by SRTA to Consultant for the Services under the Contract Documents shall be held in trust by the Consultant for the purpose of paying its employees, agents, assigns, subcontractors and suppliers who provided any part of the Services.

**10.3 Overpayment.** In the event an overpayment is made to Consultant under this Contract, Consultant shall immediately refund to SRTA the full amount of any such erroneous payment or overpayment following Consultant's written notice of such erroneous payment or overpayment, as issued by SRTA. If Consultant fails to refund the erroneous payment or overpayment within a 30-day period, SRTA shall be entitled to interest at one percent per month on the amount not repaid from the date of overpayment.

- 10.4 Reduction of Payment for Non-conforming Services.** If any defined action, duty or service or other item of Services required by the Contract Documents is not performed by the Consultant in accordance with the requirements of the Contract Documents, the value of such action, duty or service or other item of Services will be determined by SRTA and deducted from any invoice claiming such items for payment. If the Services or part thereof has been completed and is not in conformance with the Contract Documents, the Consultant will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the non-conforming Services) will be withheld by SRTA from any invoice until such time as the Services is corrected in accordance with the Contract Documents.
- 10.5 Withholding Payments.** SRTA reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for Services not completed or not completed in accordance with the Contract Documents. Any and all such payment previously withheld shall be released and paid to Consultant promptly when the Services is subsequently performed in accordance with the Contract Documents.
- 10.6 Payment not Acceptance.** Payment or use of any Services or portions thereof by SRTA shall not constitute an acceptance of any Services not performed in accordance with the Contract Documents.
- 10.7 Net 30 Days.** Provided all the conditions in **Section 10** have been met to SRTA's satisfaction, and Consultant is not otherwise in breach of this Contract, SRTA agrees to pay Consultant in accordance with SRTA's normal processes and procedures for all undisputed amounts within thirty (30) Days of the later of a review, if any, undertaken by SRTA pursuant to **Paragraph 16.1 (Review of Services)** or SRTA's receipt of a valid invoice.
- 10.8 Invoicing.** The Consultant shall be paid by SRTA for completed Services rendered under this Contract as provided hereinafter. Such payment shall be full compensation for Services rendered and for all labor, materials, supplies, and equipment necessary to complete the Services. The Consultant shall conform to all applicable portions of 48 CFR Part 31. The Consultant shall deliver to SRTA an invoice on a monthly basis ("Invoice") by the tenth (10) Day of the month following the month in which Services was performed or costs and expenses as allowed pursuant to **Section 10.14** were incurred. The Consultant agrees to provide an accompanying monthly project progress report in a format acceptable to SRTA which will outline in written and, if requested, graphic form the various phases and the order of performance of the Services in sufficient detail so that the progress of the Services can easily be evaluated. Payments for each Project Task Order shall be made based on the percentage of work completed and substantiated by progress reports. Such progress reports will be checked by SRTA, and payment will be made in the proportional amount of the firm, fixed price based on the percent of Services completed. Upon the basis of its review of such invoices and progress reports, SRTA will make payment to the Consultant as the Services progress but not more often than once a month. Should the Services begin within any one month, the first invoice shall cover the partial period from the beginning date of the Services through the last date of the month in which it began. The invoices shall be numbered consecutively. Payment will be made in the amount of sums earned less previous payments. Progress payments to the Consultant shall correspond to the progress of Services achieved for each open Task Order. SRTA will be entitled at all times to be advised at its request as to the status of Services being done by the Consultant and the details thereof.
- 10.9 Late Fees.** SRTA shall not be liable for late fees, collection fees, attorney's fees, interest, or other fees incurred by the Consultant as a result of non-payment or a delay in payment by SRTA.
- 10.10 Right of Set Off.** SRTA may retain or set off any amount owed to it by Consultant.
- 10.11 Full Compensation.** All Services performed by the Consultant in meeting the requirements of the Contract Documents shall be paid as set forth herein, which shall constitute full compensation for the Services, including but not limited to: (a) the cost of all insurance and bond premiums, home office, job site and other overhead, and profit relating to Consultant's performance of its obligations under this Contract; (b) the cost of performance of each and every portion of the Services (including all costs of all Services provided by subcontractors and suppliers); (c) the cost of obtaining all governmental approvals and all costs of compliance with and maintenance of such governmental approvals; (d) all risk of inflation, currency risk, interest and other costs of funds associated with the progress payment schedule for the Services as provided herein; and (e) payment of any taxes, duties, permits and other fees and/or

royalties imposed with respect to the Services and any equipment, materials, supplies, documentation, labor or services included therein.

- 10.12 Final Payment.** Final payment shall not be due to Consultant until SRTA accepts and each and every component of the Services specified in each Task Order and/or Amended Task Order, as applicable, and there are no outstanding claims against Consultant. Consultant shall submit a final invoice to SRTA for each Task Order within thirty (30) Days of the completion date of the Task Order or Amended Task Order ("Proposed Final Invoice"). All prior invoices and payments shall be subject to correction in the Proposed Final Invoice. SRTA will review Consultant's Proposed Final Invoice and respond with a written request for additional information or documentation, changes or corrections within sixty (60) Days of SRTA's receipt, accompanied by any claims, if applicable. Based on SRTA's response, Consultant shall submit a final invoice ("Final Invoice") incorporating any changes or corrections made by SRTA, together with any additional requested information or documentation. If SRTA agrees with all requests for compensation in the Final Invoice, SRTA will pay the entire sum found due within thirty (30) Days of its receipt. If SRTA disputes any amounts submitted for compensation, SRTA shall notify Consultant within a thirty (30) day period, identifying those items in the Final Invoice that SRTA disputes, along with a written explanation of the basis of the dispute. If SRTA fails or refuses to act on a Final Invoice within the required time period, the amount submitted for compensation shall be deemed to have been accepted by SRTA on the last day of the period within which SRTA was required to respond. The provisions of **Section 10.7 (Net 30 Days)** shall not apply to the provisions of this **Section 10.13** and the Final Invoice.

The Consultant agrees that acceptance of this final payment for this Agreement shall be in full and final settlement of all claims arising against SRTA for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release SRTA from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

- 10.13 Overtime.** Unless specifically authorized in writing by SRTA, no premium pay or overtime will be considered compensable by SRTA and will not be paid.
- 10.14 Costs and Expenses.** Consultant's costs and expenses shall be reimbursed as set forth in this Section. Consultant must receive prior written approval from SRTA in order to be reimbursed for any costs or expenses. Direct reimbursable expenses will be billed at 1.10 times the actual cost. Direct reimbursable expenses consist of delivery services, fees, job-related mileage at the prevailing SRTA rate, long distance telephone calls, courier, printing and reproduction costs, survey supplies and materials and Travel Expenses. Travel Expenses shall consist of air fare, meals, ground transportation, parking, communication, reproduction and other such incidental costs which are reasonable and customary pursuant to industry standards. Consultant will be reimbursed for travel necessary to perform the Services in accordance with the State and SRTA travel policies and procedures which may be found at <http://sao.georgia.gov/state-travel-policy> and prevailing per diem rates which may be found at <http://www.gsa.gov/portal/content/104877> and are incorporated herein by reference and made a part of this Contract. Consultant shall provide receipts or other proof of actual cost incurred with each Invoice. Notwithstanding the above, SRTA will not reimburse Consultant for time spent or costs incurred for ground transportation traveling to and from SRTA's office. SRTA will not withhold any taxes on amounts paid to Consultant, and all federal, state and local taxes will be Consultant's responsibility to pay. SRTA will not reimburse Consultant for any such taxes.
- 10.15 Covenants against Contingent Fees.** The Consultant shall comply with the relevant requirements of all federal, state and local laws in effect as of the date hereof. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 10.16 Prompt Payments to Sub consultants.** Consultant shall pay their sub-consultants for satisfactory performance of their contracts no later than ten (10) Days from receipt of payment made to them by SRTA. Any delay or postponement of payment to a sub-consultant may take place only for a good

cause. If the Consultant is found to be in noncompliance with these provisions, it may constitute a breach of contract and further payments of any Services performed may be withheld until corrective action is taken by the Consultant. If the corrective action is not taken, it may result in the termination of the Contract. Along with each request for progress payments, the Consultant shall furnish a Consultant Certification for Prompt Payment of Sub-consultants, in the form of **Exhibit E to this Contract**.

## 1. INDEMNIFICATION.

**11.1 General Liability.** The Consultant shall be responsible to SRTA from the Effective Date or the beginning of the first Services, whichever shall be earlier, for all costs, expenses, liabilities, allegations, claims, bodily injury, including death, or property damage, real or personal, resulting from any act or omission or breach, failure or other default regarding the Services by the Consultant, its employees, agents, or any of its subcontractors or others working at the direction of the Consultant or on its behalf.

**11.2 General Indemnification.** Consultant hereby agrees to indemnify and hold harmless the SRTA, the state of Georgia and its departments, authorities, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including reasonable attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the negligent performance of this Contract or any act or omission on the part of the Consultant, its agents, employees, subcontractors or others working at the direction of Consultant or on its behalf, or due to any breach of this Contract by the Consultant, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Consultant. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Consultant. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Consultant agrees to reimburse the Funds for such monies paid out by the Funds.

**11.3.1 DOAS.** Risk Management will endeavor to notify affected insurers of claims made against the State that fall within this indemnity. In the event of litigation, SRTA will request the State's Attorney General to endeavor to keep the Consultant and its general liability insurer as named on the insurance certificate informed regarding the claims and settlement.

**11.3.2 Obligations not Mutually Exclusive.** The Consultant's obligations under this Section are in addition to Consultant's obligations under **Section 12 (Insurance)**.

**11.4 Limitation of Liability of SRTA.** Notwithstanding any provision to the contrary, 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 or in any way related to this Contract. SRTA's liability to Consultant, if any, shall be limited to direct damages and in such case, only to the extent of the amount SRTA has paid to Consultant under this Contract for the twelve (12) months immediately preceding Consultant's claim.

## 11. INSURANCE.

**12.1 Insurance Certificates.** The Consultant shall procure the insurance coverages identified below at the Consultant's expense and shall furnish SRTA an insurance certificate listing the SRTA as the certificate holder and an endorsement listing SRTA as an additional insured. Evidence of insurance coverages shall be provided on the form acceptable to SRTA and the Georgia Office of the Insurance Commissioner. The insurance certificate must provide the (i) name and address of authorized agent, (ii) name and address of insured, (iii) name of insurance company(ies), (iv) description of policies, (v) policy number(s), (vi) policy period(s), (vii) limits of liability, (viii) name and address of SRTA as certificate holder, (ix) project name and number, (x) signature of authorized agent, (xi) telephone number of authorized agent, and (xii) mandatory thirty Day notice of non-renewal or ten (10) Day notice of cancellation for nonpayment).

**12.2 Insurer Qualifications, Insurance Requirements.** Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of

insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

- 12.2.1 *Written Notice of Changes.*** Consultant shall provide written notice of any changes to the policy to the SRTA within three (3) business days of Consultant's receipt of notice of any changes or proposed changes from the insurance company.
  - 12.2.2 *Separation of Insureds.*** The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives.
  - 12.2.3 *Representation by Georgia Attorney General.*** Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance. In the event of litigation, any settlement on behalf of the indemnities must be expressly approved by the Attorney General. The Consultant and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnities, in which case there will be mutual cooperation between the Attorney General and such counsel. See O.C.G.A. § 45-15-12.
  - 12.2.4 *Deductibles.*** All deductibles shall be paid for by the Consultant.
  - 12.2.5 *Self-insured Retention.*** Retention in any policy shall not exceed \$50,000.00.
- 12.3 *Required Insurance Coverages.*** From insurers rated at least A- by Best's and registered to do business in the State of Georgia, the Consultant shall provide the following kinds of insurance in the minimum amount of coverage set forth below:
- 12.3.1 *Workers' Compensation and Employer's Liability.*** Statutory coverage shall be maintained for Worker's Compensation as required by the laws of the State of Georgia.
  - 12.3.2 *Commercial General Liability Insurance.*** Commercial General Liability Insurance of at least \$2,000,000 per occurrence \$4,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence; to cover vehicles, owned, leased or rented by the Consultant. The Consultant shall require its sub-consultants to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above.
  - 12.3.3 *Commercial Umbrella Liability Insurance.*** The Consultant shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows: \$1,000,000 per Occurrence/\$2,000,000 Aggregate.
  - 12.3.4 *Professional Liability (Errors and Omissions) Insurance.*** Limits shall not be less than \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- 12.4 *Insurance Premiums and Deductibles.*** The Consultant shall pay the insurance premiums and shall be responsible for payment of all deductibles and self-insured retention.
- 12.5 *Termination of Obligation to Insure.*** Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the expiration or other termination of the Contract.
- 12.6 *Failure of Insurers.*** The Consultant is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

- 12.7 **Ongoing Coverage.** Consultant is responsible for tracking insurance coverages for itself and its subcontractors, for ensuring that coverages remain in force throughout the duration of the Contract, and for demonstrating to SRTA ongoing compliance with this **Section 12**.
- 12.8 **General.** The Consultant's obligations under this **Section 12** are in addition to Consultant's obligations under **Section 11 (Indemnification)**.
- 12.9 **Waiver of Subrogation.** Consultant waives all subrogation rights with respect to insurance.
- 12.10 **Additional Insured Endorsement.** SRTA shall be named as an additional insured on all required insurance except for Worker's Compensation insurance and a copy of each policy endorsement shall be provided with each insurance certificate.

**13. WARRANTIES.** The Consultant represents and warrants to SRTA that:

- 13.1 **Licenses.** The Consultant has and will maintain and keep in full force and effect during the term of the Contract all required licenses, certifications, and permits necessary to perform the Services;
- 13.2 **Organization.** The Consultant is a duly organized \_\_\_\_\_ authorized to do business in the State of Georgia or, doing business through an enterprise that is authorized to do business in the state of Georgia;
- 13.3 **Authorization by Consultant.** The Consultant has authorized the execution, delivery, and performance of this Contract;
- 13.4 **Authorization of Signer.** The person signing this Contract has been duly authorized by Consultant to execute and deliver same;
- 13.5 **Valid Contract.** This Contract is valid, enforceable, and legally binding obligation of the Consultant;
- 13.6 **Cooperation.** Consultant shall fully cooperate with SRTA, SRTA-designated Representatives, SRTA's other contractors and vendors, and any other governing authority, in furnishing all the Services required by the Contract Documents.
- 13.7 **Laws.** The Services will not be in violation of any applicable law, rule or regulation, and Consultant will comply in all respects with all other laws, rules, regulations, and ordinances of any governing authority that impact or relate in any way to the Services.
- 13.8 **Services/Labor.** All deliverables, documentation, Services, services and labor shall (a) conform to the performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, and functions required by the Contract Documents, and (b) be performed on time, and in a workmanlike manner, consistent with the highest level of care and skill exercised by other providers of similar labor and services under similar circumstances at the time the labor and services are provided.
- 13.9 **Intellectual Property.** As used in this Contract, "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 forgoing, whether or not registered as of the Effective Date or at any later date. Consultant represents and warrants that Consultant, its agents, employees, contractors and assigns will neither violate nor in any way infringe upon the Intellectual Property rights of SRTA or of any other third party.

**14. CHANGES.**

- 14.1 **Amended Task Order.** An Amended Task Order shall consist of only such additions, deletions or other revisions to the Services which represent a material change from the scope of Services as detailed in the related Task Order and do not arise from the actions or inactions of the Consultant, its agents, employees, suppliers or sub consultants, as reasonably determined by SRTA. Minor changes that do not involve increased compensation, extension of the time for performance as set forth in an applicable Task Order, or changes in the goals and objectives of the applicable Task Order may be made by written notification signed by SRTA Program Manager and the Consultant Program Manager. The

Consultant shall perform at no additional cost to SRTA, all such additions, deletions and other revisions, the need for which arises from the actions or inactions of the Consultant, its agents, employees, sub consultants or suppliers, or any other entity or person with whom Consultant entered into an agreement to perform any portion of the Services required of Consultant under the Contract Documents (collectively, "Consultant Parties"). Compensation or a reduction in the amount due to Consultant pursuant to the Contract Documents for the Services and any approved schedule changes shall be forth in the Amended Task Order.

**14.2 Amended Task Order Process.** SRTA may initiate the Amended Task Order procedure by notice to the Consultant setting forth the proposed Amended Task Order ("Amended Task Order Proposal"). Within five (5) Business Days thereafter, the Consultant shall provide a more detailed proposal which includes proposed prices, if applicable, and/or a proposed schedule for performance, if applicable. SRTA may accept Consultant's proposal or modify it or the Parties may negotiate further, whereupon a written Amended Task Order shall be executed by both Parties. If the Parties fail to reach agreement, then SRTA may nevertheless direct the Consultant to proceed with the Services included in the Amended Task Order Proposal (which for purposes of **Section 14 (Changes)** shall be hereinafter defined as "Disputed Services") and the Consultant shall proceed to perform the Disputed Services pursuant to the Contract Documents. In the event of such Disputed Services, the Consultant shall be obligated to proceed immediately upon notice from SRTA to perform the Disputed Services and shall be compensated by SRTA in accordance with time rates in **Exhibit C** of this Contract. If there are no applicable rates for the Disputed Services in **Exhibit C**, then SRTA shall pay Consultant for the actual cost to obtain such labor at the rate charged Consultant, with seven (7%) percent markup.

The Consultant shall furnish weekly status reports regarding Disputed Services, including such documentation as SRTA may require in order to support all costs of the Disputed Services. The Consultant agrees to maintain and furnish SRTA with time and materials records that will substantiate the Consultant's costs for Disputed Services.

**14.3 Time Extensions.** SRTA will only grant an extension of time if the Consultant is delayed in the progress of the Services by (i) any act or neglect of SRTA, (ii) an event listed in **Section 27.3 (Time of the Essence; Force Majeure)**, or (iii) other governmental actions. If and when such event occurs, then the time of completion set forth in the Task Order or Amended Task Order, as applicable, shall be extended for such time equal to the time lost as a result of the delay. The Consultant expressly agrees that the Consultant's sole and exclusive remedy for such delay shall be an extension of time within which to perform the affected Services and that the Consultant shall not be entitled to any damages and shall make no demand 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 Consultant, within ten (10) Days from the cessation of the delay, shall have given notice in writing to SRTA as to the amount of additional time claimed.

In the event time for performance of a Task Order or Amended Task Order, as applicable, expires and the Consultant has not requested or if SRTA has denied an extension of the completion date, Consultant must nevertheless continue Services until the same is complete. No payment shall be made for Services performed after the expiration of the Task Order schedule completion date except where a time extension has been executed by both Parties in accordance with **Section 14.2**.

**15. COOPERATION.** SRTA shall be entitled to full and prompt cooperation of the Consultant in all aspects of the Services. Consultant shall also fully and promptly cooperate with SRTA's contractors, vendors, and other consultants and other governmental entities, all as directed by SRTA. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by SRTA, furnishing plans and other data produced in the course of Services for SRTA projects, as may be requested from time to time by SRTA to effect such cooperation, and compliance will all directives issued by SRTA. In the event the Consultant deems that any other of SRTA's contractors/vendors or other third parties is delaying the Services or otherwise interfering with the Services, Consultant 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. Consultant's failure to furnish a detailed written notification within seven (7) Days after any contractor, vendor, and/or other third party first failed to cooperate with Consultant or otherwise improperly performed their work, shall result in SRTA's denial of any future claim by Consultant that such third party failed to properly perform their work or failed to cooperate with Consultant and Consultant shall be deemed to have waived such claim and Consultant shall be held to any applicable requirement under the Contract Documents that Consultant alleges is affected thereby.

## 16. REVIEW/AUDITS.

- 16.1 Review of Services.** SRTA, SRTA-designated Representatives, Federal Highway Administration (FHWA) or other appropriate agencies may at all reasonable times have access to review and inspect the Consultant's activities and data collected under the terms of the Contract Documents. All books, documents, plans, papers, records, reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the Consultant under the terms of the Contract Documents, shall be available to SRTA, SRTA-designated Representatives, and the FHWA for inspection and review at all reasonable times in SRTA's offices. Acceptance of any Services by SRTA shall not relieve the Consultant of its obligation to correct, at its expense, any of its errors in the Services.
- 16.2 Records Retention.** The Consultant and any sub consultants shall keep available for inspection and maintain all books, documents, papers, accounting records, and evidence pertaining to costs incurred as a result of the performance of Services under the Contract Documents and make available at all reasonable times to SRTA and the State, for a period of five years after receipt of final payment. Notwithstanding the preceding sentence, if any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated before the expiration of the five-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed. Copies of these documents and records will be furnished to SRTA upon request and may be audited by SRTA-designated Representatives.
- 16.3 Audit.** SRTA or SRTA-designated Representatives may audit Consultant's books and records and perform any other review necessary in order to determine the accuracy of any Consultant Invoice upon reasonable prior notice and during business hours. In the event such an audit reveals that SRTA was overcharged by five (5%) percent or more during the time period covered by the audit, then Consultant shall pay for all costs and expenses incurred by SRTA or SRTA-designated Representatives in performing such audit.

**17. OWNERSHIP OF DOCUMENTS.** The Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Contract shall be delivered to, become and remain in the property of SRTA upon the earlier of termination or completion of the Services. SRTA shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this Contract. Any use of these documents by SRTA on any project other than the project which was the subject of the applicable Task Order under which the documents were prepared shall be done without warranty by the Consultant.

## 18. INTELLECTUAL PROPERTY

- 18.1 Services Made for Hire.** To the extent possible, any papers, interim reports, forms, and other material which are a part of the Services specifically developed and created by Consultant pursuant to the Contract Documents shall be deemed a "work made for hire" for SRTA, with SRTA being deemed the author thereof with all rights, title and interest in all such Services and other work product owned by SRTA (collectively, "Services Product"). In the event that any such Services Product is deemed not to be a work made for hire for SRTA, the Consultant hereby irrevocably assigns to SRTA all right, title and interest in all such work, including, without limitation, all Intellectual Property rights with respect thereto, and further agrees to execute and deliver such other and further assignments, certificates of originality and other documents and instruments as reasonably requested by SRTA in order for SRTA to evidence and perfect its ownership of all rights with respect thereto. The Consultant acknowledges and agrees that the provisions of this Section apply regardless of any disputes, payment issues or other claims that may exist between the Parties, and that SRTA's ownership of all rights with respect to such Services Product is unconditional. Such Services Product shall include any and all modifications, improvements, adaptations, revisions, updates, releases, new versions, derivative works, and documentation (including any specifications, copies, notes, summaries or analyses) comprising, based on, derived from, or related to any work made for hire, including any of the foregoing that is conceived, discovered, invented, created, developed or made by Consultant or Consultant Parties. None of the Consultant Parties shall have any proprietary interest in such Services Product. The Consultant Parties shall not assert any ownership interest or conditions to executing assignments and other documents to evidence and perfect SRTA's ownership of all rights in and to same, and any claims that the Consultant Parties may have against SRTA shall exclude claims challenging SRTA's ownership of same. In the event this Contract is terminated, all Services Product whether completed or not shall be delivered to SRTA within ten (10) Days from the date of termination. To the extent any Intellectual Property owned by Consultant prior to the Effective Date is incorporated into any Services, then Consultant agrees to and does hereby

grant to SRTA and to the State an irrevocable, non-exclusive, non-transferable and royalty-free license to use such Intellectual Property.

- 18.2 Patents.** If patentable discoveries or inventions should result from Services described herein, all rights accruing from such discoveries or inventions will be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant to SRTA and to the State an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition according to law of any article or material and in use of any method that may be developed as a part of the Services under this Contract.
- 18.3 Ownership of Data/Security.** All data, records and operations history information in any way relating to SRTA, its customers or a Task Order, and/or Amended Task Order shall remain the property of SRTA at all times during the Contract and after Contract termination for whatever reason.

## 19. TERMINATION.

- 19.1 Termination for Cause.** Upon an Event of Default as defined in **Section 23.1 (Event of Default)**, SRTA may, in its sole discretion, terminate this Contract, any Task Order and/or Amended Task Order, in whole or in part. Termination shall take effect on the date set forth in SRTA's notice to Consultant, which shall be no less than fifteen (15) Days after the date of such notice, except in the case of financial improprieties, fraud or other criminal activity on Consultant's part in which case, termination shall be effective immediately upon notification. Upon such termination, SRTA will have the right to appropriate or use any or all Services (whether or not complete) and other Consultant materials as SRTA determines. Upon such termination SRTA shall not be required to pay Consultant any amounts for Services performed prior to the date of termination for which payment may be due and owing but not yet paid ("Remaining Payment"). In the event SRTA's expenses incurred or anticipated to be incurred as a result of Consultant's breach are less than the Remaining Payment, SRTA shall remit such differential to the Consultant. In the event SRTA's expenses incurred or anticipated to be incurred as a result of Consultant's breach exceed the Remaining Payment, including any costs of SRTA incurred by any delay (or from any reason attributable to the delay) then Consultant 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 19.1**, SRTA shall have all other rights and remedies against Consultant which are available at law or in equity. The Consultant acknowledges that the remedy set forth in this **Section 19.1** is the Consultant's sole and exclusive remedy against SRTA for termination for cause and Consultant hereby waives all other rights and remedies it may have against SRTA, whether at law or in equity.
- 19.2 Termination for Convenience.** SRTA may terminate this Contract, any Task Order and/or Amended Task Order, in whole or in part, for convenience upon thirty (30) Days written notice. Consultant will be paid for all satisfactory Services performed prior to termination, less amounts due SRTA pursuant to the Contract Documents. All Services performed shall remain the property of SRTA. SRTA shall not be responsible to Consultant for, and Consultant hereby waives any right to 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, salary, overhead, or any other cost or expense, whether direct or indirect, whether foreseen or unforeseen. The Consultant acknowledges that the remedy set forth in this **Section 19.2** is the Consultant's sole and exclusive remedy against SRTA for termination for convenience and Consultant hereby waives all other rights and remedies it may have against SRTA, whether at law or in equity.
- 19.3 Termination in General.** Under no circumstances shall a properly noticed termination by SRTA (with or without cause) constitute a default by SRTA. In the event of a termination for convenience or for cause SRTA shall notify Consultant of such action and with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in this **Section 19**. In the event of a termination for convenience or for cause, Consultant shall comply with the terms and conditions of **Section 24.2 (Transition)**. Consultant shall not be paid for, and Consultant hereby waives any claim to special, indirect, consequential or undocumented expenses, lost profit, overhead or any other type of payment (except payment for satisfactory Services according to applicable Task Orders actually performed) regardless of the reason for termination.
- 19.4 Compliance with Contract.** Consultant shall comply with all of the terms and conditions of the Contract Documents including, but not limited to, the provisions of **Section 24 (Cooperation, Transition of Services, and End of Contract Responsibilities)**, in the event SRTA exercises any of its rights under this **Section 19**.

**20. CHANGES IN CONSULTANT ORGANIZATION.** The Consultant shall notify SRTA in writing within five (5) business days upon any action that changes Consultant's corporate structure, including company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in corporate governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact SRTA, including payments to the Consultant, and Consultant shall identify how these impacts to SRTA will be mitigated. Consultant shall immediately notify SRTA of any material adverse change since the Effective Date in Consultant's financial condition, business, affairs or operations, or of the existence of any material impairment of rights or ability of Consultant to carry on as its business and operations as are currently conducted.

**21. CONFIDENTIALITY.** Consultant acknowledges that in order to perform the Services called for in this Contract, it will be necessary for SRTA to disclose to Consultant certain trade secrets, and confidential information concerning the Services, SRTA's customers, operations, projects, procurements and any confidential and/or proprietary information of any of SRTA's vendors (collectively, "Confidential Information"). Consultant agrees that it shall use its best efforts to keep the Confidential Information strictly confidential and 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 Consultant to perform the Services, and who, have executed a nondisclosure agreement with either Consultant or SRTA consistent with the provisions hereof.

**21.1 No Obligation of Confidentiality.** Consultant shall not have any obligation of confidentiality with respect to any Confidential Information which: (i) can be conclusively demonstrated by the Consultant to have been in its possession or known by it prior to receipt of the Confidential Information under this Contract; (ii) is disclosed by the Consultant with the written approval of SRTA; (iii) is developed independently by the Consultant without reference in any way to the Confidential Information provided under this Contract; or (iv) is obligated to be disclosed by order of a court of competent jurisdiction or is subject to disclosure under the Georgia Open Records Act.

**21.2 Use of Confidential Information.** Consultant and its representatives shall use the Confidential Information solely for the purpose of providing the Services required under the Contract Documents and shall not in any way use the Confidential Information to the detriment of SRTA or its Customers.

**21.3 Return of Confidential Information.** The Consultant shall return to SRTA any Confidential Information immediately on request but no later than upon the termination for whatever reason of this Contract.

**22. DISPUTE RESOLUTION.** In the event of any dispute whatsoever arising out of or relating to the Contract Documents, the Services or any Task Order or Amended Task Order, the disputing Party must furnish a written notice to the other Party, setting forth in detail the dispute. Such notice must be addressed to the SRTA Program Manager or the Consultant Program Manager, as applicable. Within five (5) Days after the receipt of the notice by the receiving party, the SRTA Program Manager and the Consultant Program Manager shall meet in SRTA's offices to attempt to resolve the dispute. If the SRTA Program Manager and the Consultant Program Manager cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute then, within five (5) Days after the date of written notice by either individual to the Executive Director of SRTA and \_\_\_\_\_ of the Consultant, the Executive Director of SRTA and the \_\_\_\_\_ shall meet in SRTA's offices to attempt to resolve the dispute. If the Executive Director of SRTA and the \_\_\_\_\_ cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then either Party may pursue those remedies only as allowed under this Contract.

**23. EVENT OF DEFAULT; DAMAGES/REMEDIES.**

**23.1 Event of Default.** The following shall constitute an Event of Default on the part of the Consultant:

23.1.1 The Consultant withheld, disrupted or delayed Services due to non-payment by SRTA, if such withholding of payment is allowed under **Section 10 (Payment)** and the continuance thereof for a period of three (3) business days after notice is given to the Consultant by SRTA;

23.1.2 The Consultant has failed to deliver the Services or a component thereof on a timely basis, except to the extent of an excusable delay in accordance with **Section 14.3 (Time Extensions)** and the continuance thereof for a period of five (5) business days after notice is given to the Consultant by SRTA;

- 23.1.3 The performance of the Consultant is not satisfactory, and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by SRTA;
- 23.1.4 The Consultant becomes insolvent (other than pursuant to a case, proceeding, or other action pursuant to subparagraph (a)(xii)), or has assigned the proceeds of the Contract for the benefit of the Consultant's creditors (except any assignment of proceeds as collateral for any loan), or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or the Consultant's property or affairs have voluntarily been put in the hands of a receiver; or any case, proceeding or other action against the Consultant is commenced in bankruptcy, or seeking reorganization, liquidation or any relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution or other similar act or law of any jurisdiction, which case, proceeding or other action remains undismissed, undischarged or unbonded for a period of thirty (30) Days;
- 23.1.5 The Consultant failed to provide "adequate assurances" within five (5) Days of SRTA's notice, when, in the opinion of SRTA, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform any of its obligations under this Contract;
- 23.1.6 The suspension or revocation of any license, permit, or registration necessary for the performance of the Consultant's obligations under this Contract and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by SRTA;
- 23.1.7 The Consultant suspended or failed to proceed with any part of the Services and the continuance thereof for a period of seven (7) Days after notice is given to the Consultant by SRTA;
- 23.1.8 The default in the performance or observance of any of the Consultant's other obligations under the Contract Documents and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by SRTA.

**23.2 SRTA Damages/Remedies.** Upon the occurrence of an Event of Default, SRTA may, in addition to and without prejudice to all other contractual remedies and/or remedies allowed at law or in equity, proceed to take any or all of the following actions:

- 23.2.1 Withhold any money then due and/or thereafter due to Consultant;
- 23.2.2 Perform or cause to be performed for the account of Consultant any contractual obligation, the performance of which the Consultant is in default, or make any payment for which the Consultant is in default. The Consultant shall pay to SRTA upon demand any amount paid or incurred by SRTA in the performance of such obligation. Any amounts which have been paid or incurred by reason of failure of the Consultant to comply with any obligation or provision of this Contract shall bear interest at the Default Rate, which shall be defined as the Prime Rate plus five (5) percent, but in no case higher than the highest rate permitted by law, from the date of payment by SRTA until paid by the Consultant; and
- 23.2.3 Obtain the Services, or a portion thereof, from a third party under substantially similar terms of this Contract, and recover from Consultant all additional costs and expenses paid or incurred by SRTA as a result of the Event of Default, plus all additional costs paid or incurred by SRTA to obtain the replacement Services as set forth in this **Section 23.2**.

**24. COOPERATION/TRANSITION OF SERVICES/END OF CONTRACT RESPONSIBILITIES.**

- 24.1 Cooperation.** In the event that SRTA enters into any agreement at any time with any other consultant(s) for work related to the Services, Consultant agrees to cooperate fully with such other consultant(s) in order to facilitate the performance of the Services and/or provision of work by such other consultant(s) and to refrain from any activity which would interfere with performance of the Services and/or provision of work by such other consultant(s).
- 24.2 Transition.** Upon expiration or earlier termination of this Contract, Consultant shall accomplish a complete transition of the Services from Consultant to SRTA, to a SRTA-designated Representative or

to any replacement provider designated by SRTA, without any interruption of, or adverse impact on the Services any component thereof or any other Services provided by third parties. Consultant shall cooperate fully with SRTA, a SRTA-designated Representative, or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All Services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder and any other work for which there are no labor or equipment rates set forth in **Exhibit C (Pricing Schedule)** shall be subject to a Task Order.

**24.3 End of Contract.** The Consultant shall perform the end of Contract responsibilities as reasonably specified by SRTA upon the expiration or earlier termination of this Contract.

**24.4 Failure to Comply.** The Parties acknowledge and understand that Consultant'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 Consultant monetary losses resulting from the Consultant's failure to comply with the provisions of this **Section 24**. SRTA's reasonable determination as to the amount of the monetary loss suffered shall be conclusive and unless deemed unreasonable by a court of law pursuant to **Section 27.7 (Governing Law and Venue)** Consultant shall compensate SRTA for said loss within thirty (30) Days of such a determination and written notice.

**25. CONFLICTS OF INTEREST.** The Consultant represents and warrants that it, its principals, its employees, and all others in close association or otherwise affiliated with it, have no conflict of interest or of time, directly or indirectly, that would prevent timely performance of the Services in a manner that is free of appearance or fact of impropriety. The Consultant promises to allow no such conflict to arise and promises to disclose such a conflict in the event that, nevertheless, one develops. Such disclosure must be made in writing to the SRTA Program Manager no later than five (5) Days after such conflict arises.

**26. EXHIBITS.** The following Exhibits are incorporated by reference into and made a part of the Contract Documents:

**Exhibit B-** RFQ

**Exhibit C-** Statement of Qualifications

The following Exhibits are attached hereto and incorporated into the Contract Documents:

**Exhibit A-** Definitions

**Exhibit D-** Pricing Schedule

**Exhibit E-** Consultant Certification for Prompt Payment

**Exhibit F-** Form Task Order

**27. MISCELLANEOUS.**

**27.1 Compliance with laws.** The Consultant shall perform its obligations hereunder in accordance with all applicable federal, state, and local government laws, rules, regulations, orders, ordinances 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, O.C.G.A. § 50-5-82, O.C.G.A. §13-10-91, and auditing and reporting provisions, now or hereafter in effect, and any rules required by any federal grant funding payment by SRTA.

**27.2 Parties Bound.** This Contract will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

**27.3 Time of the Essence; Force Majeure.** Time is of the essence for all Services performed pursuant to the Contract Documents. The Consultant shall perform its responsibilities for each Task Order and/or Amended Task Order in accordance with the schedule set forth therein. However, neither Party shall be liable to the other Party for any delay or failure of performance due to fires or other casualties, acts of God, severe weather conditions, strikes or labor disputes, or war. Consultant's exclusive remedies for force majeure are set forth in **Section 14.3 (Time Extensions)**.

**27.4 Non-disparagement.** Each Party agrees not to make any statement, written or oral, to any third party which disparages or criticizes the other Party or the other Party's respective officers, directors,

employees, agents or management and business practices, in each case in connection with the performance or administration of the Services, this Contract, any other work/relationship between the other Parties under separate agreement, or any matter related thereto. The provisions of this **Section 27.4** shall not apply to any truthful statement required to be made by either Party, or such Party's officers, directors or agents, as the case may be, in any legal proceeding or governmental or regulatory investigation or to any internal discussions or communications between the Parties.

**27.5 Trading with State Employees.** The Consultant 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.

**27.6 Federal Intellectual Property Bankruptcy Protection Act.** SRТА shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto.

**27.7 Governing Law and Venue.** This Contract is a Georgia agreement made under the laws of the State. 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 action related to this Contract in any way shall be brought exclusively in the Superior Court of Fulton County, Georgia, and each Party hereby consents to the jurisdiction and venue of such Court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum. Each Party hereby agrees to execute an acknowledgment of service of process at the request of the other Party in any litigation related to this agreement. In the event that a Party does not provide an acknowledgment of service as agreed, each Party consents to service of process at that Party's address set forth in **Section 27.8 (Notices)**.

**27.8 Notices.** All notices, notifications, approvals, acceptances, requests, permission, waivers or other communications (excluding invoices that will be handled as set forth in **Section 10 (Payment Terms)**) hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Invoices may also be sent by U.S. Mail, postage prepaid. Notices will be deemed to have been given when received, unless otherwise noted in the Contract. If a Party refuses to accept delivery or fails to take delivery, notice shall be deemed given on the day delivery is first attempted. Notice may also be given by email, provided a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below.

*For SRТА:*  
State Road and Tollway Authority  
Attn: Executive Director  
47 Trinity Avenue, 4<sup>th</sup> Floor  
Atlanta, Georgia 30334  
Phone: (404) 893-6111  
Fax: (404) 893-6144  
Email: ctomlinson@georgiatolls.com

*For the Consultant:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**27.9 Taxes.** The Consultant will pay all taxes lawfully imposed upon it that may arise with respect to this Contract.

**27.10 Safety and Health/No Discrimination.** Consultant shall at all times comply with and require that all of its subcontractors performing Services under this Contract comply with all applicable federal and State occupational safety and health standards, rules, regulations and federal and State orders. Consultant shall not and shall cause any subcontractor to not discriminate on the basis of race, color, national origin, sex, age, religion or handicap in the performance of the Services under the Contract Documents. Consultant shall carry out and shall cause its subcontractors to carry out, applicable requirements of 49 CFR Part 26. Consultant shall include this provision in every subcontract pertaining to the Services.

**27.11 Publicity.** Consultant shall not issue a press release or otherwise publicize the Services or this Contract without the prior written permission of SRТА's Director of Marketing and Communications.

- 27.12 Drug-Free Workplace.** Consultant certifies that (i) a drug free workplace will be provided for the Consultant's employees during the performance of this Contract, and (ii) it will secure from any subcontractor, agent or assign hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Consultant's Name), (Subcontractor's Name), certifies to the Consultant 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." Consultant may be suspended, terminated, or debarred if it is determined that (i) the Consultant has made false certification hereinabove, or (ii) the Consultant has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.
- 27.13 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.
- 27.14 Waiver and Severability.** The waiver by SRTA of a breach of any provision of this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Contract. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Contract are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.
- 27.15 No Third Party Beneficiaries.** Nothing contained in the Contract Documents 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.
- 27.15 Interpretation.** The captions in this Contract are solely for convenience, and will not affect the interpretation of any terms of this Contract.
- 27.16 Counterparts.** The Parties may execute this Contract in counterparts.
- 27.17 Construction of Contract.** In the event this Contract must be interpreted by a court of competent jurisdiction as defined in **Section 27.7 (Governing Law and Venue)**, 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.
- 27.18 Survival.** In addition to those provisions, which by their terms would naturally survive termination of the Contract, **Sections 7 (Subcontracting and Assignment), 10 (Payment), 11 (Indemnification), 13 (Warranties), 16 (Review/Audits), 17 (Ownership of Documents), 18 (Intellectual Property), 19 (Termination), 21 (Confidentiality), 23 (Event of Default; Damages/Remedies), 24 (Cooperation, Transition of Services and End of Contract Responsibilities), 25 (Conflicts of Interest), and 27 (Miscellaneous)** shall survive the termination for whatever reason of this Contract.
- 27.19 Non-exclusivity.** This Contract is entered into solely for the convenience of SRTA and the State, and in no way precludes SRTA from obtaining like goods or services from other consultants at SRTA's sole discretion.
- 27.20 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 Consultant 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.

**27.21 Registered Lobbyists.** Consultant represents and warrants that the Consultant and its lobbyists, if any, are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Vendor Manual, incorporated herein by reference.

**IN WITNESS WHEREOF**, the Parties have signed, sealed and delivered this Contract as of the Effective Date.

State Road and Tollway Authority

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
Christopher S. Tomlinson  
Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_