



INVITATION TO BID NO: 16-041

Back Up and Restore Technology

for the
Georgia State Road and Tollway Authority

Instructions to Bidders:

All spaces below and all offer documents as outlined in Section 11 of the ITB are to be filled in with signatures where indicated. Failure to sign may render your bid invalid.

BID OF:

Name of Bidder: _____

Address: _____

City, State and Zip Code: _____

SUBMIT BID TO:

STATE ROAD AND TOLLWAY AUTHORITY
Leanna Jordan Pierre, Procurement and Contracts Manager
47 Trinity Ave 4th Floor
Atlanta, Georgia
30334

Bids Due and Open: May 9, 2016; 2:00 PM, Local Time (Atlanta, GA)

Schedule of Events

Release ITB	April 27, 2016
Deadline for Vendor Written Questions (Submit questions by email to lpierre@grta.org)	May 2, 2016 by Vendor's close of business
SRTA Responses to Written Questions	May 4, 2016
Bid Due Date & Opening	May 9, 2016, 2PM, Local Time
Notice of Contract Award	May 11, 2016

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

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

STATE ROAD AND TOLLWAY AUTHORITY INVITATION TO BID INSTRUCTIONS

1. PURPOSE OF PROCUREMENT

The State Road and Tollway Authority (SRTA) is issuing this Invitation to Bid (ITB) to establish an Contract for the purchase of back-up and restore technology, at the convenience of SRTA. All Bids submitted pursuant to this ITB shall be made in accordance with the provisions of this ITB, including these instructions, the attached specifications and any appendices.

2. SRTA BACKGROUND

SRTA is a state-level, independent authority created by the Georgia General Assembly to operate tolled facilities within the state. SRTA also serves as a financing arm for state and local transportation projects across the state. SRTA's Mission is to enhance the mobility in Georgia by providing innovative transportation choices and financial solutions. SRTA's vision is to be a world class tolling and financing provider of transportation solutions. Much of that capability is dependent on the success of the toll collection implementation to accommodate the needed technology and ability to grow within the system. SRTA's core values go to integrity, expertise, collaboration, providing great customer service and diversity.

SRTA currently operates the I-85 Express Lanes, a 16-mile stretch of I-85 from Old Peachtree Road to Chamblee Tucker Road, just south of I-285. The I-85 Express Lanes are High Occupancy Toll lanes in which registered vehicles with 3 or more passengers, transit, motorcycles, emergency and electric vehicles are not tolled. Since their opening in October 2011, usage of the I-85 Express Lanes has more than tripled. SRTA anticipates opening three new toll facilities (Express Lanes) within the next three years: the 75 South Express Lanes, the NWC Express Lanes, and the I-85 Express Extension. SRTA currently processes approximately 4 million transactions and receives approximately \$9 million in toll revenue annually with a transponder base of approximately 450,000 and an approximate account base of 275,000.

3. RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF

From the issue date of this ITB until the final award is announced, Bidders are not allowed to communicate, for any reason, with any SRTA, GDOT, GRTA or other State of Georgia staff except through the Issuing Officer named herein, as defined in this ITB, or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. SRTA reserves the right to reject the Bid of any Bidder violating this provision.

4. SUBMISSION OF BIDS

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

Submit all bids to:

State Road and Tollway Authority
Attn: Leanna Jordan Pierre - ITB No. 16-041
47 Trinity Ave. 4th floor
Atlanta, Georgia 30334

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

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

5. AMENDMENTS TO THE SOLICITATION (ADDENDA)/POSPONEMENT OF BID SUBMISSION DEADLINE

SRTA reserves the right to revise or amend the solicitation up to the time set for the submission of bids. Such revisions and amendments, if any, shall be announced by written addenda to the ITB and posted on the SRTA website as set forth below. If an addendum significantly changes the ITB, the date set for the submission of proposals may be postponed by such number of days as in the opinion of SRTA shall enable potential Bidders to revise their bids. In any case, the bid submission deadline shall be at least five days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of bids.

Upon issuance, addenda will be considered part of the ITB and will prevail over inconsistent or conflicting provisions contained in the original ITB. Copies of all addenda will be made available on the SRTA website [SRTA Bid Opportunities](#). It is the responsibility of the Bidder to check the SRTA website daily to ensure that it has received notification of any changes to the ITB.

Proposers shall acknowledge receipt of all addenda by completing and submitting Offer Document #6 (Acknowledgement of Addenda), as part of its ITB. As with other required documentation, proposals that fail to reference receipt of addenda by inclusion of Offer Document #6 (Acknowledgement of Addenda) may be excluded from consideration for a contract award.

6. RESPONSIVENESS OF BIDS

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

7. MULTIPLE BIDS

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

8. WAIVERS

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

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

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

10. BID FORMAT

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

Bid of (Your Company Name's) ITB Number: 16-001

Bid Opening Date and Time: **May 9, 2:00PM, Local Time (Atlanta, Georgia)**

11. BID DOCUMENTS REQUIRED

For this procurement, **Bidders must sign (if applicable) and return: Cover page; Offer Document 1 (Contractor Information); Offer Document 2 (Bid Letter); Offer Document 3 (Bid Certification); Offer Document 4 (Statement of Responsibility); Offer Document 5 (Bid Price Sheet); Offer Document 6 (Acknowledgment of Addenda); Offer Document 7 (E-Verify Affidavit); and any Bidder Submitted Documentation.**

12. BID PRICE SHEET

Bidders must submit a three-year fixed price for the goods and services listed on Offer Document 5- Bid Price Sheet.

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

13. CONTRACT QUESTIONS, CLARIFICATIONS AND RECOMMENDATIONS

From the date of issuance of this solicitation through the date of contract award by the SRTA, all official communications to and from SRTA regarding this solicitation will be transmitted in writing (defined as being sent or received via letter or email on official firm/agency letterhead or by electronic mail). SRTA shall not be responsible for any oral statements made by its employees regarding this solicitation.

All vendor communications concerning this solicitation should be directed to the Procurement & Contracts Manager at lpierre@grta.org. **Unauthorized contact regarding this solicitation with other SRTA employees and/or Board members may result in disqualification.** Any oral communications will be considered unofficial and non-binding on the Authorities. Vendors should only rely on written statements issued by the Procurement & Contracts Manager.

14. CONTRACT ADDITIONS

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

15. CONTRACT TERM

The Contract shall be for a base period of three (3) years (“Initial Term”). Thereafter, the Agreement may be renewed at the sole discretion of SRTA for up to four (4) additional terms of one year each to be evidenced in writing by Amendment to the Contract (each, a Renewal Term”). The Initial Term and any and all Renewal Terms may be referred to collectively as the “Term.” SRTA may, at its sole option, renew as to all of the products to be provided hereunder or as to only selected products.

16. CONTRACT

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

At the end of the evaluation process, SRTA shall contact the apparent successful Bidder. Prior to the Contract award, the apparent successful Bidder will be required to enter into negotiations/discussions with SRTA to resolve any contractual differences before an award is made. These negotiations/discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve any contractual issues may lead to rejection of the Bidder. SRTA reserves the right to proceed to discussions with the next highest ranked Bidder. The Bidder should not expect to make any modifications to the Contract unless the same are necessary in order to ensure that the Contract is consistent with the Bid.

17. BASIS FOR AWARD

The lowest Bidder will be the Bidder submitting the overall lowest total price based on the quantity criteria listed in the Bid Price Sheet (**Offer Document 5**).

18. BIDDER RESPONSIBILITY

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

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

BIDDERS MUST COMPLETE AND SUBMIT ALL OFFER DOCUMENTS.

19. BID SUBSTITUTIONS, ALTERNATES, EXCEPTIONS, AND EXTENSIONS

Bidders that intend to propose alternate materials, services, techniques or equipment or substituted items that materially deviate from the items and/or services required in the Technical Requirements and specifications of this ITB, are strongly encouraged to request approval for such items, products and/or services from SRTA by the deadline for Questions set forth on the Cover Page of this ITB, but in no event later than **May 2, 2016**, for such proposed deviations to be considered.

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

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

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

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

20. REJECTION OF BIDS

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

21. SMALL AND MINORITY BUSINESS POLICY AND TAX INCENTIVE

It is the policy of the State of Georgia that small businesses, female-owned businesses and minority businesses have a fair and equal opportunity to participate in the State purchasing process. SRTA encourages all small businesses, female-owned businesses and minority-owned businesses to compete for, win, and receive contracts for goods, services, and construction. Potential respondents to this ITB are advised that O.C.G.A. § 48-7-38 provides for an income tax adjustment on the Georgia state income tax return of any company that subcontracts with a “Certified minority-owned” firm to furnish goods, property, or services to the State of Georgia. Any selection made as a result of this ITB will be made without regard to race, color, religion, sex, or national origin. This desire on the part of SRTA is not intended to restrict or limit competitive bidding or to increase the cost of the work. Any selection made as a result of this ITB will be made without regard to race, color, sex, religion, or national origin.

22. RESPONSIBILITY FOR COSTS INCURRED

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

23. SALES AND USE TAXES

SRTA is exempt from paying sales and use taxes. All proposal prices must exclude sales and use taxes (if applicable).

24. RESERVED RIGHTS

SRTA reserves the right to reject any and all proposals or any portion of a specific proposal for any reason. Issuance of this ITB and receipt of bids does not commit SRTA to award a contract.

SRTA has the sole right to select the successful Bidder for contract award; to reject any bid as unsatisfactory or non-responsive due to non-conformance with the requirements of this ITB; to cancel the solicitation and to advertise for a new ITB; or not to award a contract as a result of this ITB.

SRTA reserves the right to accept any ITB deemed to be in the best interest of SRTA and to waive any irregularities in any bid that does not prejudice other Bidders.

25. PROJECT INFORMATION.

See Appendix B- Scope of Work for detailed project information.