



Request for Qualified Contractor

To Provide

**Debt Collections and Revenue Services
for
Out-of-State Toll Violations**

RFQC # 92700-14-000002

Qualifications Due: June 3,, 2014

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

REQUEST FOR QUALIFIED CONTRACTOR
RFQC# 92700-14-000002
Debt Collections and Revenue Services
for
Out-of-State Toll Violations

The State Road and Tollway Authority (“SRTA”) is soliciting statements of qualifications from firms interested in providing Debt Collections and Revenue Services. SRTA wishes to secure a contract with a qualified Service Provider for management of collections and revenue services for recovery of out-of-state toll violations. It is envisioned that services will include, but not be limited to, achievement of 100% recovery of tolls owed to SRTA from toll violators with license plates registered outside the state of Georgia. Secondary goals include, support of Peach Pass customer identification, and potential options service for in-state debt collection. All collection services must be performed in compliance with all relevant federal and state laws, regulations, and rules; and ensure that SRTA customers are treated fairly, with superior customer service.

This Request for Qualified Contractor (“RFQC”) seeks to identify potential providers of the above-mentioned services, and ultimately select a successful firm (“Service Provider”) to provide the services. Some firms that respond to this RFQC, and who are determined by SRTA to be sufficiently qualified, may be deemed eligible, and may possibly be invited, to offer proposals and/or interview for these services. All respondents to this RFQC (individually, “Offeror” and collectively, “Offerors”) are subject to instructions communicated in this document, and are cautioned to completely review the entire RFQC 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 RFQC, 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. In the case a customer does not have a Peach Pass, or the Peach Pass does not work properly, a photograph of the license plate is saved for matching to the account for identification to the registered owner of the vehicle. The Peach Pass transponder will also be used on future toll projects in Georgia.

Below is a listing of SRTA’s recent and current tolling projects:

- **GA-400 Extension Toll Facility.** The GA 400 Extension Project was a 6.2 mile barrier-tolled roadway that provided a direct connection from GA 400 to Interstate I-85. The barrier toll consisted of an 18-lane toll plaza facility operated by SRTA that consisted of four (4) ORT lanes and fourteen (14) lanes that supported both cash and ETC payments. All vehicles that passed through the toll plaza were required to pay a 50 cent toll. The facility operated 24/7/365 from August 1, 1993 to November 22, 2013. In its last full year of operations, approximately 118,000 vehicles passed through the toll plaza on a daily basis. GA 400 had an average violation rate of 4.7% of the trips.

- **I-85 Express Lanes Facility.** The I-85 Express Lane facility opened in October 2011. The project converted approximately 16 miles of previously existing High Occupancy Vehicle (HOV) lanes to High Occupancy Toll (HOT) lanes on I-85 from Old Peachtree Road to Chamblee-Tucker Road. All vehicles using the lanes must be registered with the Peach Pass Customer Service Center, acquire a Peach Pass transponder, and pay their tolls electronically. Eligible vehicles are limited to vehicles with no more than 6 wheels. Registered vehicles with 3 or more occupants, and certain emergency, military and transit vehicles can use the lane without paying a toll. Toll amounts are dynamically priced and vary based on the level of congestion in the corridor and the distance traveled within the HOT lane. Currently, the average toll is approximately \$1.86 on weekdays. Since road opening tolls for the full length of the facility have been as low as \$0.16 to a current high of \$8.50. Average daily trips are approximately 20,000 trips and the current average violation rate is 6.5%.
- **I-85 Express Lanes Extension Project.** The I-85 Express Lanes 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.

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

NOTE- This scope of services represents SRTA's current vision of the desired services to satisfy the requirements of SRTA. Offerors shall assume the services to be mandatory; however the actual services will be determined through this procurement process and prospective negotiations with a successful Offeror.

2.1. **Goals**

SRTA's primary goal through this procurement is to acquire services from a qualified Service Provider to achieve 100% recovery of tolls owed to SRTA from toll violators with license plates registered outside the state of Georgia. Secondary goals include, support of Peach Pass customer identification, and potential options for in-state debt collection services. All collection services must be performed in compliance with all relevant federal and state laws, regulations, and rules; and ensure that SRTA customers are treated fairly, with superior customer service.

2.2. **Services**

It is envisioned that a qualified Service Provider will manage, in a comprehensive manner, the collection of this toll debt for a defined time period. Contractor shall comply with requirements of the Fair Debt Collection Practices Act. Toll violation transaction amounts range from \$0.50 to \$8 or more. Each non-payment of a transaction results in a violation amount equal to the unpaid toll amount plus an administrative fee of \$25 pursuant to Georgia statutes, O.C.G.A. § 32-10-64 (c) (1).

Note: An excel data file with a truncated set of violation transaction information (see screen shot below) will be made available only to potential offerors (i.e. existing legal entities who currently operate in relevant collection and/or financial industries and intend to submit a Statement of Qualifications in response to this RFQC) upon written email request. Due to the potentially sensitive nature of the information, SRTA reserves the right to verify credentials of a requesting entity prior to releasing the file to such entity. Evidence required for verification will be determined at SRTA's sole discretion. Potential Offerors interested in receiving this file must contact Richard Sawyer, Consultant/Selection Manager at rsawyer@georgiatolls.com.

SAMPLE - FOR ILLUSTRATIVE PURPOSES ONLY

TOLL_AMOUNT_DUE	VIOLATION_DATE	LICENSE_PLATE_NBR	LICENSE_PLATE_STATE
\$ 2.05	1/1/2014 8:40	ABC123	FL
\$ 1.15	1/1/2014 9:15	ABC123	UT
\$ 0.40	1/1/2014 10:05	ABC123	NH
\$ 0.80	1/1/2014 14:54	ABC123	TX
\$ 0.35	1/1/2014 15:51	ABC123	AL
\$ 0.30	1/1/2014 15:53	ABC123	FL
\$ 0.85	1/1/2014 15:59	ABC123	NJ
\$ 0.90	1/1/2014 16:19	ABC123	FL
\$ 0.30	1/1/2014 16:23	ABC123	FL
\$ 1.70	1/1/2014 16:54	ABC123	AL
\$ 1.00	1/1/2014 17:01	ABC123	CA
\$ 0.50	1/1/2014 19:12	ABC123	KY

Offeror(s) who are determined to be Finalists under Section 6 below, will receive the information set forth in Appendix A and may also be granted access to the full violation data file (including violation location information, transaction IDs, images, etc.) for purposes of preparing future price proposals if such are requested of them by SRTA.

SRTA desires that selected Service Provider pursue all out-of- state violators for payment. It is envisioned that the Service Provider may choose, based on the Service Provider's and SRTA's prospective business arrangement, how much of the administrative fee to collect, however, SRTA will still require the Service Provider to provide, upfront, the full toll amount of the toll regardless of whether the Service Provider pursues or successfully collects the transaction. SRTA has out-of-state violation records dating back to January 2011 and expects to have future out-of-state violation transactions. A summary of the violations is shown in Appendix B. In-state license plate violations follow a different violation enforcement path which includes vehicle registration holds and are therefore excluded from this scope for initial services. However, this

contract may provide for a future option for in-state collection services on a contingency recovery basis. **Detailed envisioned service requirements are provided herein as ATTACHMENT I.**

2.3. Term and Services Contract

SRTA intends to engage the successful firm for discussion of services. It is envisioned that the services of the awarded Offeror will encompass 36 months in the initial term. SRTA shall have multiple renewal options of up to one (1) year each, exercisable at the sole discretion of SRTA. (The actual schedule is subject to SRTA amendment.)

A specimen Services Contract will be provided to Finalist(s), who will be asked (in the Finalist Notification- see section 6 of RFQC) 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 Contract 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 RFQC # 92700-14-000004	6/3/14	-----
b. Deadline for submission of written questions and requests for clarification-	6/16/14	4:00 PM
c. SRTA provides answers and clarifications to potential offerors-	6/19/14	-----
d. Deadline for submission of Statements of Qualifications-	6/23/14	2:00 PM
e. SRTA completes evaluation & issues notification & other information to finalist firm(s)-	6/30/14	-----
f. Deadline for submission of written questions from finalists-	7/7/14	4:00 PM
g. SRTA provides answers to finalists' questions-	7/9/14	-----
h. Deadline for finalist firms to submit Proposals (if applicable)-	7/15/14	4:00 PM
i. SRTA interviews finalist firms (if applicable)-	7/ 17-18 /14	TBA

4. SELECTION PROCESS

SRTA has important interests 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 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 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. 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 RFQC. In accordance with the RFQC 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 responsive and responsible submittals as determined through submittal pre-review and validation by the Selection Manager, which shall include verification of receipt-on-time and in good order (apparent responsiveness). Responsiveness and responsibility validation will also include verification of receipt of the following signed and notarized Exhibits: Exhibit A, *Statement of Qualification Certification* form; Exhibit B, *Georgia Security and Immigration Compliance Act Affidavit* form; and, Exhibit D, *Statement of Responsibility Certification* 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) 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.

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 responsive Statements of Qualifications submitted in response to this RFQC, 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 receipt of proposals, 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 Proposal, instructions for deliverables to be included in such Proposal, 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 historical information, other data, etc.), and other available additional scope information. An updated specimen copy of the 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 finalist(s) will be provided in the Finalist Notification. Criteria for the interview evaluation will also be communicated to finalist(s). 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/DVD 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 (total of 30 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 documentation of financial stability so as to be able to demonstrate ability to make required upfront payment of 100% of out of state toll amounts. Provide 2 years of audited financial reports (as an appendix to statement of qualifications).
- 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 RFQC*);
 - b. The Supplier Tax Compliance Form (*Exhibit "B" enclosed with RFQC*);
 - c. The Proposal Certification Regarding Debarment, Suspension, Ineligibility Form (*Exhibit "C" enclosed with RFQC*);
 - d. The Statement of Responsibility Certification Form (*Exhibit "D" enclosed with RFQC*)(provide a notarized original with response); and
 - e. The Certificate of Non-Collusion Form (*Exhibit "E" enclosed with RFQC*);

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. Provide a project manager with demonstrated experience who will be assigned to this project. While the

project manager does not have to work exclusively on this project, it is expected that the project manager will be responsible for the successful operation of the services and be the single point of contact for SRTA. 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 SRTA. If the firm is selected as a finalist, SRTA 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 SRTA. For each account, the following information should be provided:
- a. Client name, location and dates during which services were performed.
 - b. Clear description of overall project and services performed by your firm.
 - c. Exact length of service performed by your firm, and overall project budget and/or fee information.
 - d. Client's stated satisfaction in service of your firm. (Include letters from SRTA, if available)
 - e. Client's current contact information.
 - f. 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, if possible, contain some specific examples on how quality services were delivered by the firm to the Client)
 - g. Tools or vendors the Offer has used to determine the address information associated with the license plate of the debtor
- B3. Provide evidence of appropriate PCI compliance, and good standing with the Association of Credit and Collection Professionals. Provide evidence of ability to access license plate address identification data, and specify for which U.S. States and territories Respondent will be able to access for purposes of fulfilling the Scope of Services of this procurement. Provide professional qualifications and description of experience and/or familiarity with SRTA's current providers and technology. 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. SRTA 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 SRTA, any special or unique qualifications for the project; provide current and projected workloads, logistical capabilities for working in proximity to SRTA offices, and any special services offered by the firm that may be particularly suitable for this project.
- 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 RFQC, or the project, shall be submitted in writing (e-mail is required) to: **Richard Sawyer, Consultant/Selection Manager, e-mail: rsawyer@georgiatolls.com**. The deadlines for submission of questions relating to the RFQC 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 SRTA or GDOT except for submission of questions as instructed in the RFQC, or as provided by any existing work agreement(s). For violation of this provision, SRTA 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 RFQC are subject to the provisions of Georgia's Open Records Act upon completion of the RFQC process. SRTA'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 RFQC are considered Sealed Proposals, and all material submitted regarding the RFQC 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 **RFQC # 92700-14-000002 and the words "DEBT COLLECTIONS AND REVENUE SERVICES / 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 RFQC*) at the exact address below:

(see address on following page)

**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)

Contractor's Name:	
SRTA Solicitation/ Contract No.:	92700-14-000004

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 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)**

Contractor's Name:	
SRTA Solicitation/ Contract No.:	92700-14-000004

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.

Contractor's Name:	
Subcontractors:	

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

Contractor's Name:	
Subcontractor's (Your) Name:	
SRTA Solicitation/ Contract No.:	92700-14-000004

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 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)**

Contractor's Name:	
Subcontractor's (Your) Name:	
State Solicitation/ Contract No.:	92700-14-000004

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 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 contractor). "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.

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

ATTACHMENT I - DETAILED ENVISIONED SERVICE REQUIREMENTS

It is envisioned the Service Provider will perform services which represent SRTA's current vision of the desired services to satisfy the requirements of SRTA. Offerors shall assume the services to be mandatory; however the actual services will be determined through this procurement process and prospective negotiations with a successful Offeror.

I. Temporary Management of Debt Collection

The Service Provider shall provide temporary management of the debt collection recovery from out of state licensed vehicles (that are not registered to an active Peach Pass account) for the term defined in this document. In return the Service Provider will compensate SRTA upfront for the base toll transaction amounts, and provide a portion of the Collection Proceeds, as mutually agreed through negotiation. SRTA has outstanding toll violation debt from out of state vehicles, from 2011 through current/future dates that will be made available to the Service Provider. SRTA cannot guarantee the future volume of debts to the Service Provider, and hereby makes the Service Provider aware that future national efforts to enhance toll account interoperability between States may reduce the future volume of out of state toll violations.

II. Limitation of Administrative Fees

Pursuant to Georgia law, O.C.G.A. § 32-10-64 (c), administrative fees will be capped at \$25 for each violation trip.

III. Duration of the Management of the Debt

The Service Provider shall have up to 2 years from the date the debt is assigned to complete any recovery efforts. After that, the Service Provider shall return management and responsibility of recovery of any uncollected debt and record of collection effort to SRTA.

IV. Payments to SRTA for Management of the Debt

For this opportunity, the Service Provider will pay SRTA as described in this document:

1. Base Toll Transaction Payment – Up-front guaranteed payment to SRTA for 100% of all base toll transactions amounts from all out-of-state license plate violations.
 - a. For existing violations, the Service Provider will make a guaranteed payment of an amount equal to the base toll dollars assigned and outstanding, within 60 calendar days (or mutually agreed number of days) of the assignment of said transactions.
 - b. For future violations, the Service Provider will make a guaranteed payment of an amount equal to the base toll dollars assigned and outstanding, within 30 days of the assignment of said transactions.
 - c. Exclusions for the base toll amount to be paid to SRTA from the Service Provider include the following:
 - i. Keying error – license plates values that are incorrectly keyed by a SRTA operator, as detected when the Service Provider reviews the violation image as compared to the license plate data provided by SRTA. This does not include corrections to SRTA supplied data which result in the identification of the license plate, and commonly known unique State syntax or formatting that the Service Provider may need to translate for purposes of address lookup. The Service Provider shall provide SRTA with proof of all keying errors within a defined amount of time.

- ii. SRTA requested exclusions and removal of transactions, license plates, and accounts prior to the release of the transaction information to the Service Provider.
 - iii. Other SRTA-approved exclusions to be determined.
2. Collection Proceeds – The Service Provider shall provide SRTA a percentage of all collection proceeds. The percentage may be based off of all gross collection proceeds collected minus certain exclusions. Gross collection proceeds will be the total value of collections the Service Provider has received during the given period minus the exclusions indicated below; regardless of all other costs of the Service Provider may incur to manage and collect the violation debts. The percentage of collection proceeds, if paid, will be paid in full to SRTA within 30 days after collections. It is envisioned that EXCLUSIONS from the collection proceeds are limited to the following:
 - a. The entire up front guaranteed base toll amount paid to SRTA from the Service Provider.
 - b. The actual cost incurred by the Service Provider of address look-up of any license plate removed from the Service Provider management as a result of a SRTA request will be excluded, up to a capped maximum cost amount of \$1.00 per license plate, where a valid address was obtained from the Service Provider's lookup efforts.
 - i. This includes all removals of license plates at SRTA's request.
3. Payment Timing - Collection Proceeds payments to SRTA may be made on an arrears monthly estimated basis and detailed by monthly status reports showing the collection status of each transaction and license plate number.
 - a. Reconciliation reports of actual results compared to monthly reports shall be submitted within 15 calendar days in the succeeding month.
 - b. The Service Provider may be required to submit to SRTA on an annual basis an audit by a qualified third party substantiating the collection proceed amounts.
 - c. SRTA shall retain the right to perform detailed audits (or have a third party perform the audit on SRTA's behalf).
 - d. The Service Provider shall collaborate with SRTA to develop a mutually agreeable time of payment submittal and methods of payments.
4. Payment Reconciliation – If at any time SRTA owes sums or reimbursements to Service Provider pursuant to Sections IV.2b., V.1f., or V.2c. of this Attachment I., Service Provider may offset payments due to SRTA in the next monthly billing cycle by the amounts owed by SRTA provided the amounts are clearly itemized and documented. In the event of a dispute on the amount(s), such disputes and impact on ongoing payments shall be resolved in accordance with the dispute provisions mutually agreed upon by the Parties and set forth in the final written contract between SRTA and the selected Service Provider.

V. Support Services

The Service Provider shall support SRTA with the identification of customers with toll accounts which may have received a toll violation. The Service Provider will collaborate with SRTA to develop an efficient process to identify such customers and remove them from the collection effort.

1. SRTA is interested in the ability to match out-of-state violations against known customer accounts, to recover tolls from existing customers, and develop processes with the Service Provider to support customer dispute resolution. Below is SRTA's preferred concept of this process, but SRTA may consider other processes should the Service Provider make a recommendation in response to this RFQC that reduces SRTA's effort while still providing for excellent customer service:

- a. SRTA will do its best to remove any known transactions from known license plate matches to Peach Pass accounts prior to turning data over to the Service Provider.
 - b. For all transactions the Service Provider intends to pursue for payment, the Service Provider upon receiving the assignment of violations shall perform an address lookup based on the license plate number and may validate the image to the plate number.
 - c. The Service provider will respond back to SRTA within 5 business days, with the results of all lookup queries such that SRTA can attempt to locate any valid matching Peach Pass customers.
 - d. The Service Provider shall perform the address lookup at no additional charge to SRTA – returning to SRTA address information such that SRTA can attempt to identify Peach Pass customers. The Service Provider is expected to return the following:
 - i. License Plate information (number and state)
 - ii. First Name
 - iii. Last Name
 - iv. Street address
 - v. City
 - vi. State
 - vii. Zip
 - e. After the Service Provider provides the list of address/names, SRTA will have 10 business days to validate the list of transactions that should be removed from collections processing by the Service Provider. SRTA will attempt to match the returned data against its customer data in the following order:
 - i. All fields match
 - ii. Address match
 - iii. Name match
 - f. During this 10-day period SRTA shall search for transactions that are associated with existing Peach Pass customers and will notify the Service Provider to immediately remove the license plate and associated transactions from the data set. In such event, Service Provider shall not owe the base toll compensation to SRTA and SRTA shall only reimburse Service Provider for their actual look up cost (up to a not to exceed of \$1.00 per license plate) which resulted in a valid address record match, and for no other cost or expense (in accordance with Section IV. **Payments to SRTA for Management of the Debt**, Paragraph 2b and Paragraph 4)
 - g. It is the Service Provider's responsibility to inform SRTA of any errors in the SRTA-provided license plate identification data within 30 calendar days after receiving the transaction data from SRTA.
 - h. By mutual prior written agreement SRTA and the Service Provider may modify the 30 calendar day standard time period to accommodate processing needs associated with the initial ramp up of these services at service commencement or in rare instances, to address unique circumstances associated with processing an atypically large amount of data transactions for a given period.
2. Beyond the 10 business day customer matching time period, SRTA may also require the Service Provider to immediately discontinue collection activities related to specific transactions or license plate numbers for any reason. Also, in the event that SRTA has made errors in the identification of the license plate as verified by the Service Provider by a review of image and the transaction

data; all collection activities related to those errors shall halt until the data is corrected and approved by SRTA.

- a. Upon SRTA's request, the Service Provider shall immediately halt any collection activity, and return information to SRTA related to transactions and accounts found or alleged by the customer to be a Peach Pass customer account holder, or any other account deemed to be removed from collections.
- b. In the event of a customer dispute, or request from SRTA, the Service Provider shall immediately halt all collection efforts for the affected transactions and notify SRTA of the nature of the dispute.
- c. For those transactions where the customer dispute is determined to be valid OR where SRTA requests that collections efforts be terminated for specified transactions, SRTA will compensate the Service Provider for transactions that have been requested to be removed from the collection process, not including license plates and transactions removed during the 10-day period described in paragraph 1e above. Compensation is based on the amount of unique license plates (i.e. unique state and license plate number) incorrectly keyed by SRTA (either by SRTA human review or SRTA back office system OCR review); and the amount of unique license plates removed by SRTA from collections on a monthly basis:
 - i. Up to 3% – SRTA will not reimburse the Service Provider any amount for any reason;
 - ii. Greater than 3% and up to 10% - SRTA will only reimburse the Service Provider for the cumulative base toll amount paid by the Service Provider for all transactions requested by SRTA to be removed and/or removed by Service Provider because the unique license plate was incorrectly keyed by SRTA above the 3% threshold;
 - iii. Greater than 10% - SRTA will reimburse the Service Provider: the cumulative base toll amount paid by the Service Provider, plus one dollar and fifty cents (\$1.50) for each unique license plate corresponding to the transactions that are requested by SRTA to be removed and/or removed by Service Provider because the unique license plate was incorrectly keyed by SRTA for that month that are above the 10% threshold.

For purposes of determining which unique license plates fall into which percentage band above, the license plates will be sequenced on a First In First Out (FIFO) basis based on the earliest transaction date associated with each unique license plate in each month's data file.

If Service Provider is able to identify and collect on any transactions associated with a unique license plate that was incorrectly keyed by SRTA, Service Provider shall compensate SRTA for the base toll amount and the collected amount shall count towards the Collection Proceeds calculations set forth in Section IV. **Payments to SRTA for Management of the Debt** - Paragraph 2.

3. SRTA may request the Service Provider to assist in providing information and incentives to customers with frequent violations to encourage them to become Peach Pass customers.
5. Payment and Collection Notices, including the layout, format, wording and frequency of customer contact will be developed by the Service Provider and will require SRTA approval. SRTA will have approval over all communication documents and scripts used with debtors.
6. Provide support to SRTA in dispute resolution; address look-up; updated skip tracing information; and, coordination of removing errors in the data provided. The intent is to resolve disputes in accordance with a process developed by the Service Provider and approved by SRTA so as to protect SRTA's customer service commitment.

7. Provide skip tracing service to SRTA for Georgia registered license plates and return the data to SRTA. SRTA will provide separate compensation when results are provided that differs from the address information that SRTA has from its DMV process. **Skip tracing services shall be priced out as an optional service to SRTA.**
8. Provide a Customer Service Center with following attributes:
 - a. Properly trained collection agents meeting all Fair Debt Collection Protection Act (FDCPA), Consumer Financial Protection Bureau (CFPB) guidelines and other requirements.
 - b. Follow all Georgia and Federal laws related to collections.
 - c. Shall not issue letters or notification to Credit Bureaus (such as TransUnion, Equifax, Experian, and others) that result in an adverse credit report entry for any individual or business.
 - d. Provide toll free phone numbers, web site and mailing address for payment services
 - e. Provide all payment processing services.
 - f. Provide logs to SRTA indicating all customer disputes believed to require SRTA's support.
 - g. Provide a dedicated supervisor phone line such that SRTA can resolve any customer disputes during standard business hours without being placed on hold. Customer information will be collected by the Service Provider and sent to SRTA regarding disputes.
 - h. As a minimum, maintain business hours consistent with SRTA's to ensure that staff is available to respond to customer inquiries during SRTA business hours.
 - i. Provide bi-lingual customer call representatives, with a minimum of English and Spanish.
 - j. Provide the capability for real-time call monitoring, at SRTA discretion (including by call agent), and provide SRTA with electronic audio files such that SRTA can review disputed customer service incidences as well as monitor the quality of the customer care.
9. Return of all uncollectible transactions to SRTA after 24 months of unsuccessful collection efforts. SRTA will not be responsible for any reimbursement in instances where no recovery of tolls or fees is made.
10. Provide on demand query as well as weekly and monthly reporting to SRTA and assist SRTA with transaction reconciliation such that SRTA can track the payment status and close out activity by toll transactions and license plate numbers.
 - a. It is desired that the Service Provider make available to SRTA web access such that SRTA can determine, on demand, the status of a violation and payment history such that SRTA can query account status by various methods, such as license plate (number and state), name, address and other account based fields
 - b. Working together with SRTA and its system administrators, provide automated interfaces to update SRTA databases with violation payment account status.
11. Non-Disclosure Agreement protecting SRTA confidential information and customer information.
12. The Service Provider may not under any circumstances sell any information or otherwise provide information to any entity except as specifically allowed for in the resulting contract for these services.

VI. Insurance Requirements

The Contractor is required to maintain the insurance coverage as specified in **SRTA Specimen Services Contract** during the term of the contract (to be provided to Finalist(s)).

Certificates of Insurance showing such coverage to be in force shall be filed with the SRTA prior to commencement of any work under the contract. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the SRTA with Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

VII. SRTA Responsibilities

SRTA will provide the Service Provider with the following:

1. Out of State Toll transaction receivables from 2011 through current and future receivables as applicable.
 - a. Summary of current toll violation debt portfolio and historical statistics. (see **Appendix A** for draft example format which this information would be provided).
 - b. SRTA intends on providing a Microsoft Excel file for the out-of-state violations to the Service Provider on a weekly basis. The file will contain all pertinent transaction information, which shall include a human readable image of the license plate.
2. SRTA will allow the use of its letterhead in the initial attempt to collect the receivables by the Service Provider, subject to SRTA approval of the document template prior to issuance.
3. Electronic file transmittal of out-of-state license plate number and state toll violation transactions.

Appendix A – Summary of Current Toll Violation Debt Portfolio and Historical Statistics (EXAMPLE FORMAT)

As of <date>, SRTA’s eligible debtor account portfolio for toll violations consisted of the debt by violation types, U.S. state, and amounts shown in the table below.

Toll Violations by Type <and/or> U.S. State Outside of Georgia	Violator Accounts Originating in 2013 or Later		Violator Accounts Originating between 2011-2012		Violator Accounts Originating Earlier than 2011	
	No. of Accounts	Value (\$)	No. of Accounts	Value (\$)	No. of Accounts	Value (\$)
Out-of-State Toll Violations		\$		\$		\$
XXX Toll Violations XXX		\$		\$		\$
Alabama		\$		\$		\$
Alaska		\$		\$		\$
Arizona		\$		\$		\$
Arkansas		\$		\$		\$
California		\$		\$		\$
Colorado						
Connecticut						
Delaware						
Florida						
Hawaii						
Idaho						
Illinois						
Indiana						
Iowa						
Kansas						
Kentucky						
Louisiana						
Maine						
Maryland						
Massachusetts						
Michigan						
Minnesota						
Mississippi						
Missouri						
Montana						
Nebraska						
Nevada						
New Hampshire						

Toll Violations by Type <and/or> U.S. State Outside of Georgia	Violator Accounts Originating in 2013 or Later		Violator Accounts Originating between 2011-2012		Violator Accounts Originating Earlier than 2011	
	No. of Accounts	Value (\$)	No. of Accounts	Value (\$)	No. of Accounts	Value (\$)
New Jersey						
New Mexico						
New York						
North Carolina						
North Dakota						
Ohio						
Oklahoma						
Oregon						
Pennsylvania						
Rhode Island						
South Carolina						
South Dakota						
Tennessee						
Texas						
Utah						
Vermont						
Virginia						
Washington						
West Virginia						
Wisconsin						
Wyoming						