



## State of Georgia

### Request for Proposal (“RFP”)

Event Name: **Marketing and Communications Consultant Services**

RFP (Event) Number: **92700-13-160426**

## 1. Introduction

### 1.1. Purpose of Procurement

This Request for Proposals (“RFP”) is being issued to establish a contract with a qualified supplier who will provide Marketing and Communication Consultant Services to the State Road and Tollway Authority (hereinafter, “the SRTA”) as further described in this RFP.

The State Road and Tollway Authority (SRTA) serves as the State of Georgia’s toll operations and financing arm for road and transportation infrastructure projects and programs. SRTA also administers the Georgia Transportation Infrastructure Bank (GTIB) that makes funding available to public sector units to initiate or complete much needed transportation infrastructure improvement projects. Currently SRTA manages two toll facilities, GA 400 and the I-85 Express Lanes, for motorists that choose to use them. The all-electronic toll lanes on GA 400 and the I-85 Express Lanes require motorists to register and mount their Peach Pass transponder in their vehicle before using the roadway. The Peach Pass device electronically deducts the proper toll amount from the customer’s account. The Peach Pass will also be used on future toll projects in Georgia.

SRTA is seeking a Marketing and Communications Consultant (the “Consultant”) to provide a suite of services to include strategic communications plan development, public relations and branding counsel, media buying, public outreach and market research for SRTA and its various sub-brands including Peach Pass, Georgia 400 Transportation Improvement Projects, GTIB, and any current or future toll facility endeavors of the Agency.

The consultant will have proven experience in the aforementioned areas and will serve as the primary point of contact.

### 1.2. RFP Certification

The SRTA certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing this acquisition; therefore an RFP is being used.

### 1.3. Overview of the RFP Process

The objective of the RFP is to select a qualified supplier to provide the goods and/or services outlined in this RFP to the SRTA. This RFP process will be conducted to gather and evaluate responses from suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers’ responses received prior to the closing date of this RFP and following negotiations (if any), the preliminary results of the RFP process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the SRTA will make a single award; however, please refer to Section 6.7 “Selection and Award” of this RFP for information concerning the SRTA’s actual award strategy (single, multiple, split awards, etc).

**1.4. Schedule of Events**

The schedule of events set out herein represents the SRTA’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the SRTA reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	April 10, 2013	
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	April 15, 2013	5:00 p.m. ET
Deadline for contract exceptions sent via email to the Issuing Officer referenced in Section 7.	April 17, 2013	2:00 p.m. ET
Bidders/Offerors’ Conference Location: 47 Trinity Street, 4 <sup>th</sup> Floor Atlanta, Georgia 30334 Attendance is: <b>Optional</b>	April 17, 2013	8:30 a.m. ET
Responses to Written Questions	April 18, 2013	5:00 p.m. ET
Final Contract posted to SRTA website	April 19, 2013	5:00 p.m. ET
Proposals Due/Close Date and Time	April 26, 2013	2:00 p.m. ET
Oral Interview Location: 47 Trinity Street, 4 <sup>th</sup> Floor Atlanta, Georgia 30334 Attendance is: <b>Mandatory</b>	Oral Interviews will be conducted on May 2, 2013.	
Proposal Evaluation Completed (on or about)	1 Week after Closing	N/A
Notice of Award [NOA] (on or about)	May 24, 2013 (contract start June 1, 2013)	N/A

\*In the event the estimated value of the contract is less than \$100,000, the SRTA reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

**1.5. Official Issuing Officer**

**Barbara Harris Chappel**  
**bchappel@georgiatolls.com**

**1.6. Definition of Terms**

Please review the following terms:

Consultants or Supplier(s) – companies desiring to do business with the SRTA.

SRTA – the State Road and Tollway Authority identified in Section 1.1 “Purpose of Procurement” of this RFP.

O.C.G.A. – Official Code of Georgia Annotated

Any special terms or words which are not identified in this RFP Document may be identified separately in one or more attachments to the RFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this RFP.

## 1.7. Contract Term

The initial term of the contract will be from the execution date of the contract until June 30, 2015. The SRTA shall have three (3) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the SRTA. Renewal will be accomplished through an Amendment. The initial term and any renewal term may be referred to collectively as “term.” In the event that the contract, if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the SRTA may, with the written consent of the awarded supplier(s), extend the contract for such period of time as may be necessary to permit the SRTA’s continued supply of the identified products and/or services. The contract may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

## 2. Instructions to Offerors

By submitting a response to the RFP, the supplier is acknowledging that the supplier:

1. Has read the information and instructions contained within the RFP.
2. Agrees to comply with the information and instructions contained herein.

### 2.1. General Information and Instructions

#### 2.1.1. Restrictions on Communicating with Staff

From the issue date of this RFP until the final award is announced, Offerors are not allowed to communicate for any reason with any SRTA staff except through the Issuing Officer named herein, or during the Bidders/Offerors’ conference (if any), or as defined in this RFP 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. The SRTA reserves the right to reject the proposal of any Offeror violating this provision.

#### 2.1.2. Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 “Issuing Officer” of this RFP. No questions other than written will be accepted. No response other than the issuance of a formal written amendment will be binding upon the SRTA. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the SRTA may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the RFP*

Question #2 Question, *Citation of relevant section of the RFP*

#### 2.1.3. Attending Bidders/Offerors’ Conference

The Bidders/Offerors’ Conference will be held at the offices referred to in Section 1.4 “Schedule of Events” of this RFP. As indicated, attendance is not mandatory; although suppliers are strongly encouraged to attend and remain at the conference in its entirety. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of the conference. The SRTA reserves the right to consider any representative arriving late to be “not in attendance.” Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

**2.1.4. SRTA’s Right to Request Additional Information – Supplier’s Responsibility**

Prior to contract award, the SRTA must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the SRTA, financial resources sufficient to complete performance under the contract, and experience in similar endeavors.

**2.1.5. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time, or submitted by any other means than those expressly permitted by the RFP, will not be considered. Suppliers’ responses must be complete in all respects, as required in each section of this RFP.

**2.1.6. Rejection of Proposals; SRTA’s Right to Waive Immaterial Deviation**

The SRTA reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier’s response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the SRTA. It is also within the right of the SRTA to reject responses **that do not contain all elements and information requested in this RFP**. A supplier’s response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the SRTA on a case-by-case basis.

**2.1.7. SRTA’s Right to Amend and/or Cancel the RFP**

The SRTA reserves the right to amend this RFP. Any revisions must be made in writing prior to the RFP closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier’s response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER’S RESPONSE PRIOR TO THE CLOSE OF THE RFP. Suppliers are encouraged to frequently check the RFP for additional information. Finally, the SRTA reserves the right to cancel this RFP at any time.

**2.1.8. Protest Process**

Suppliers should familiarize themselves with the procedures set forth on SRTA’s website, which is accessible online as follows:

<http://www.georgiatolls.com/business/>

**2.1.9. Costs for Preparing Proposals**

Each supplier’s response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

**2.1.10. ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors’ Conference (if any). The Georgia Relay

Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

#### **2.1.11. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised on the SRTA website. Bids and proposals will be made available for public inspection, upon request, within one business day of the SRTA's posting of the Notice of Intent to Award (or the Notice of Award in the event the SRTA does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted as part of the supplier's response shall not be subject to public disclosure. The SRTA is allowed to assess a reasonable charge to defray the cost of reproducing documents. A SRTA employee should be present during the time of onsite inspection of documents. NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the SRTA will make its own determination regarding what information may or may not be withheld from disclosure, as required by law (see O.C.G.A. §50-18-70 et seq.)

#### **2.1.12. Registered Lobbyists**

By submitting a response to this RFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Government Transparency and Campaign Finance Commission*.

### **2.2. Submittal Instructions**

Listed below are key action items related to this RFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the RFP provides instructions regarding the process for reviewing the RFP, preparing a response to the RFP and submitting a response to the RFP.

#### **2.2.1. RFP Released**

The release of the RFP is formally communicated through the posting of the RFP to the SRTA website.

#### **2.2.2. RFP Review**

The RFP consists of the following:

1. This document, entitled "The SRTA RFP Document", and
2. Any and all documents provided by the SRTA as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information contained in the RFP, including all documents available as attachments or available through links. Any difficulty accessing the RFP, or opening provided links and documents, should be reported immediately to the Issuing Officer (See Section 1.5).

#### **2.2.3. Preparing a Response**

When preparing a response, the supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all files using the corresponding section numbers of the RFP so that the SRTA can easily organize and navigate the supplier's response.

#### 2.2.4. Packaging the Response

The supplier's proposal, in response to this RFP, must be divided into two (2) appropriately labeled and sealed packages - a Technical Proposal and a Cost Proposal.

The contents of each package will include:

1. Technical Proposal

- Signed Certificate of Non-Collusion
- Signed Immigration and Security Affidavits
- Signed Supplier Information Sheet
- Technical Proposal (including all worksheets and required attachments); and
- Contract

DO NOT INCLUDE ANY COST INFORMATION IN YOUR TECHNICAL SUBMISSION.

2. Cost Proposal

- The supplier must use the Cost Proposal form attached to this RFP

#### 2.2.5. "Hard Copy" and Electronic Copies Required

Supplier must provide the following number of copies:

1. Technical Proposal:

- Five (5) hard copies with one (1) marked "Original" and with original signatures; and
- Five (5) CD-ROM copies.

2. Cost Proposal:

- Five (5) hard copy with one (1) marked "Original" and with original signatures; and
- Five (5) CD-ROM copies.

Technical Proposal and Cost Proposal CDs **must be labeled and packaged separately**. In the event of a discrepancy/conflict between a hard copy and a CD version, the hard copy marked "Original" will govern.

#### 2.2.6. Electronic Copies

1. Use caution in creating electronic files to be included on a CD. If the SRTA is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier's response may be considered incomplete and disqualified from further consideration.
2. Use commonly accepted software programs to create electronic files. The SRTA has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the RFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the SRTA is unable to open an electronic file because the SRTA does not have ready access to the software utilized by the supplier, the supplier's response may be considered incomplete and disqualified from further consideration.

#### 2.2.7. Submitting the Response

Mark the outside of shipping package as follows:

Name of Company

Point of Contact for Company and Phone Number  
RFP# 92700-13-160426

**The supplier's complete response must be received on or before the due date and time at the following location:**

Barbara Harris Chappel, Issuing Officer  
47 Trinity Street, 4<sup>th</sup> Floor  
Atlanta, Georgia 30334

**All proposals will be time stamped by the SRTA upon receipt. Proposals received after the due date and time will not be evaluated.**

### 3. General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

#### 3.1. Proposal Certification

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

1. That the submitted proposal constitutes an offer, which when accepted in writing by the SRTA, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the SRTA; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. 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. 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
5. 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.

### 4. RFP Proposal Factors

This section contains the detailed technical requirements and related services.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. All requested forms and documents must be submitted as part of the supplier's response. These worksheets together with any and all other documents submitted in response to Section 4 of this RFP will be considered the supplier's technical proposal.

The SRTA has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The SRTA will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet the SRTA's needs as defined in this RFP. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

#### 4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the SRTA expects to be satisfied by the selected Offeror. Each Offeror must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

#### 4.2. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet** (Attachment E), the supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

**DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### 4.3. Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Worksheet** (Attachment F), the supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the supplier. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this RFP.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

### 5. Cost Proposal

#### 5.1. Cost Proposal

Each supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 "Proposal Evaluation, Negotiations and Award". By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract.
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award.
3. In the event there is discrepancy between the supplier's unit price and extended price, the unit price shall govern.
4. The prices quoted and listed in the cost proposal shall be firm for the initial term of the contract (Through June 30, 2015).

#### 5.2. Cost Structure and Additional Instructions

There is one location to provide your Total Contract Value on the Cost Worksheet. This value is inclusive of **all RFP requirements, all overhead, profit and expenses, including but not limited to all printing,**

**collateral, taxes, travel and ordinary supplies needed to perform the work. Media buys are excluded from this total and will be negotiated at a later date.** To calculate your Total Contract Value, we require you to complete the Cost Rate Sheet (included in the Cost Worksheet), and those labor costs should be inclusive of everything specified. The supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer may result in the rejection of the supplier's proposal. Suppliers should note that the Total Contract Value on the Cost Worksheet will become the contract cap-not to exceed price for the initial term (through June 30, 2015).

## **6. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the SRTA based on a combination of technical and cost factors. Based on the results of the initial evaluation, the SRTA may or may not elect to negotiate technical and/or cost factors as further described in the RFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 "Scoring Criteria" of this RFP. Once the evaluation process has been completed (and any negotiations the SRTA desires to conduct have occurred), the apparent successful supplier(s) will be required to execute the SRTA's contract. The SRTA will announce the results of the RFP as described further in 6.9 "Public Award Announcement" of this RFP.

### **6.1. Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was received by deadline
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

### **6.2. Evaluating Proposal Factors (Section 4)**

If the supplier's proposal passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "RFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

#### **6.2.1. Review of Mandatory & Mandatory Scored Questions**

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory RFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored RFP requirement, the SRTA will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 6.4 "Scoring Criteria" of this RFP.

The supplier will receive a total technical score at the conclusion of the evaluation of the RFP Proposal Factors.

### **6.3. Evaluating Cost Proposal and Total Combined Score**

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, the SRTA reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the RFP Proposal Factors.

**6.3.1. Cost Scoring**

The SRTA may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The supplier deemed to have the most competitive cost proposal overall, as determined by the SRTA, will receive the maximum score for the cost criteria. Other proposals will receive a percentage of the maximum score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

**6.3.2. Georgia Enterprises for Products and Services (GEPS)**

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' price with any other supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

**6.3.3. Total Score**

The supplier's cost score will be combined with the supplier's technical score to determine the supplier's overall score (or "total combined score").

**6.4. Scoring Criteria**

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	300 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored" and/or "Additional Scored" Responses	700 points
Total	N/A	1000 points

**6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)**

For the purposes of evaluation only, suppliers resident in the State of Georgia will be granted the same preference over suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

**6.6. Negotiations of Proposals and/or Cost Factors**

SRTA possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors.

The objective of negotiations is to obtain the Offeror's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE SRTA URGES THE OFFEROR (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE OFFEROR WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

#### **6.6.1. Overview of Negotiations**

After the Evaluation Team has scored the suppliers' proposals, the SRTA may elect to enter into one or more rounds of negotiations with all responsive and responsible suppliers or only those suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily and those suppliers included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the supplier cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

The SRTA reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

#### **6.6.2. Negotiation Instructions**

Listed below are the key action items related to negotiations. The SRTA's Negotiation Committee may consist of the SRTA's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the SRTA's Evaluation Committee.

- 1. Negotiation Invitation:** Those suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those suppliers identified by the SRTA's Evaluation Team.

#### **6.6.3. Competitive Range**

If the SRTA elects to negotiate pursuant to Section 6.6, the SRTA may either (1) elect to negotiate with all responsive and responsible suppliers, (2) limit negotiations to those suppliers identified within the competitive range, or (3) limit negotiations to the number of suppliers with whom the SRTA may reasonably negotiate as defined below. In the event the SRTA elects to limit negotiations to those suppliers identified within the competitive range, the SRTA will identify the competitive range by (1) ranking suppliers' proposals from highest to lowest based on each supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the SRTA determines the number of responsive and responsible suppliers is so great that the SRTA cannot reasonably conduct negotiations (which determination shall be solely at the SRTA's discretion and shall be conclusive), the SRTA may elect to limit negotiations to the top three (3) ranked suppliers as determined by the Total Combined Score.

#### **6.6.4. Negotiation Round Completion**

As part of each round of negotiation, the SRTA may or may not engage in verbal discussions with the suppliers. However, whether or not the SRTA engages in verbal discussions, any revisions the supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Revisions which are not received prior to the due date and time cannot be considered; however, any supplier failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the SRTA.

#### **6.7. Selection and Award**

The responsive and responsible supplier receiving the highest Total Combined Score and with whom the SRTA is able to reach agreement as to contract terms will be selected for award.

The primary intent of this RFP is to identify a single source to provide all of the needed goods and/or services; however, the SRTA reserves the right to make split awards.

#### **6.8. Site Visits and Oral Presentations**

The SRTA reserves the right to conduct site visits or to invite suppliers to present their proposal factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the supplier's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors".

#### **6.9. Public Award Announcement**

SRTA will post a Notice of Award to the SRTA website.

### **7. Contract Terms and Conditions**

The "successful supplier's final response as accepted by the SRTA" shall mean: the final cost and technical proposals submitted by the awarded supplier and any subsequent revisions to the awarded supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the SRTA, except that no objection or amendment by the supplier to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the SRTA has explicitly accepted the supplier's objection or amendment in writing.

Please review the SRTA's contract terms and conditions, attached, and submit any revisions by the deadline date indicated in Section 1.4 Schedule of Events. A final contract will be posted by the specified deadline contained in Section 1.4 Schedule of Events. Suppliers should plan on the final contract terms and conditions posted to the SRTA's website being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the RFP and the potential resulting contract.

#### **Exception to Contract**

If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Please review SRTA's attached contract terms and conditions and submit any and all questions, clarifications and recommendations to the Issuing Officer by the deadline date/time specified in Section 1.4. Exceptions should be submitted in Microsoft Word and each exception should be numbered in numeric sequence and in the following format:

- Contract Provision, Section Number, Title and current wording
- Reason(s) for exception, citing law and/or business reasons
- Proposed language

The SRTA reserves the right to modify the contract to be consistent with the acceptable exceptions. Exceptions included in the Proposal that materially change the terms or the requirements of the RFP may be deemed non-responsive by the SRTA, in its sole discretion, and SRTA may reject the Proposal in its entirety. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the SRTA, in its sole discretion, will be rejected.

A final contract, containing any acceptable and agreed upon requests will be posted by the deadline specified in Section 1.4. Offerors should plan on the Contract terms and conditions contained in the final contract posted, being included in any award as a result of this RFP.

## 8. List of RFP Attachments

The following documents make up this RFP. Please see Section 2.2.2 “RFP Review” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. SRTA RFP (this document)
- B. Supplier Information Sheet from Section 4.2 of this RFP
- C. Certificate of Non-Collusion
- D. Immigration and Security Affidavits
- E. Mandatory Response Worksheet from Section 4.3 of this RFP
- F. Mandatory Scored Response Worksheet from Section 4.4 of this RFP
- G. Contract from Section 7 “Contract Terms and Conditions” of this RFP
- H. Cost Worksheet from Section 5 “Cost Proposal” of this RFP