



Georgia Department of Transportation

Request for Proposals

To Provide

**Comprehensive Right of Way Support Services for the
Transportation Investment Act Program**

RFP 484-073126

RFP Closing Date: 07/31/2026

Issuing Officer: Treasury Young, tryoung@dot.ga.gov

Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308

**Request for Proposal
Comprehensive Right of Way Support Services for the TIA Program**

I. GENERAL PROJECT INFORMATION

A. Overview

The Georgia Department of Transportation (GDOT) is issuing this Request for Proposal (RFP) seeking qualified firms to provide comprehensive services which are necessary to support the Transportation Investment Act (hereinafter referred to as TIA) program. These services awarded shall facilitate the acquisition and certification of parcels necessary for constructing TIA projects within the four approved special districts, as well as any special districts approved during the term of the resulting contracts. Services being awarded in this RFP include Pre-Acquisition, Acquisition, Relocation Negotiation, Relocation Benefits Package, Appraisal Services, and Specialty Reports.

This will be a multi-award RFP with no limit on the number of firms which may be awarded. It is intended to execute contracts with all firms which are Responsive and Responsible. This RFP will identify the required ROW Service Classes in which firms must be prequalified to provide services for each specific group of services. While possible, it is not expected that any one firm will meet the service class requirements for all services. This RFP is intended to obtain/verify qualifications of the firms (and any team members) and cost proposals from such qualified teams. The cost proposals obtained via this RFP will contain a range of the highest and lowest cost that the firm would charge for each service offered. As a result, no actual work will be awarded as a result of this RFP; however, awarded firms shall participate in a secondary quoting process once the needs for specific projects are identified. Project specific work will be awarded as a result of the quoting process to the firm which provides the lowest cost and can meet the schedule and is in good standing.

All respondents to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully. GDOT reserves the right to modify existing provisions or include additional provisions, which are not addressed herein. GDOT reserves the right to reject any or all proposals, and to waive technicalities and informalities at its discretion.

B. TIA History and Purpose

Pursuant to O.C.G.A. § 48-8-240 et. seq., TIA provides a legal mechanism in which the special districts by a referendum may vote to impose a 1% sales tax to fund needed transportation improvements within their special districts. TIA established twelve (12) transportation special districts throughout Georgia that correspond to state designated Regional Commission (RC) boundaries. Additionally, the law established Regional Transportation Roundtables (RTR) consisting of elected officials from the counties and cities within each special district. An Executive Committee of five members, supplemented with three non-voting members of the Georgia General Assembly, is also required for each RTR. Each RTR was charged with approving a financially constrained draft investment list of transportation projects for their special district. The unique needs of the TIA program include meeting the expectations of each special district which has been established and includes delivering the projects on schedule and within the established budgets. The unique needs of the TIA program, including the approved special district locations, necessitate a focused pool of consultants which can be awarded support work via expedited business processes.

II. PROHIBITION AGAINST COLLUSIVE BIDDING

Respondents to this RFP and subsequent quoting events shall not submit a bid/quote that was made with a prior understanding agreement or connection with any corporation, firm, or individual submitting a proposals for the same project. The Respondent shall submit a bid that is fair and made without collusion or fraud. Collusive bidding is a violation of Georgia and Federal Law and such bidding can result in fines, prison sentences, and civil damage awards.

III. IMPORTANT- A RESTRICTION OF COMMUNICATION IS IN EFFECT FOR THIS PROJECT

From the date of advertisement of this solicitation until the successful respondents are selected and the award is officially announced, all firms are strictly prohibited from communicating in any way regarding this solicitation or the associated scope of work with any TIA personnel, GDOT staff, including the Commissioner and GDOT Board Members. This restriction applies to all potential respondents and will be strictly enforced.

All questions or requests for clarification regarding any aspect of this RFQ must be submitted in writing via email to:

Treasury Young
tryoung@dot.ga.gov

Deadlines for the submission of questions are listed in the Schedule of Events section of this RFQ.

IV. SMALL BUSINESS AND DBE PARTICIPATION

The Georgia Department of Transportation Board (State Transportation Board) issued a Resolution in May of 2012 encouraging and promoting the participation of groups such as small businesses and DBE's (including minority and women owned businesses, and veteran owned business) in projects funded by TIA.

Georgia Department of Transportation will monitor and assess each consultant services submittals for participation and/or good faith effort in promoting equity and opportunity in accordance with the Board Resolution.

V. CONTRACTING APPROACH

A. Existing Approach

Right of Way support services for the TIA program has been managed by the Department's Program Manager for the TIA Program under its contract with the Department. Using the Department's pre-qualified list of consultants in appropriate service categories (classes), the Right of Way Program/Project Manager (hereinafter referred to as the ROW P/PM) has sought bids for the range of services necessary to facilitate the acquisition and certification of parcels in order to construct TIA projects within the four approved special districts. Bids have been secured from an emailing of bid opportunities to the list. It is the intent of this solicitation to take the next step in the streamlining of procuring/purchasing ROW support services to further streamline the process.

B. Future Approach

The next step in the Right of Way Acquisition solicitation process anticipates contracting with pre-qualified teams via Open Agency contracts with no minimum or maximum amounts. There is no limit to the number of Open Agency contracts which may be awarded since these contracts will not carry work authorization (known as notice to proceed (or NTP)). The pricing submitted for each awarded consultants Cost Proposal shall form a menu of services with a minimum and maximum amount for each service that is offered by the Consultant. The ROW P/PM shall identify needs for each TIA project requiring ROW purchases and will prepare a quote form which will be emailed to every consultant which is awarded a contract specific to the service classes required. Consultants desiring to perform the services shall respond with the completed quote form, including all required documents. It is required that the prices offered on the quote form fall within the range of prices offered by the consultant and which fall within the range of pricing stated in the respective contracts. The Department reserves the right to make awards in whole or in part if pricing offered falls out of the range within the winning firms contract. Once quotes are received, the ROW P/PM will review all quotes and the quote which provides the lowest cost shall be awarded, assuming they can meet the schedule and are in good standing. Once the consultant to be awarded is identified, the Department shall issue a NTP/PO which shall serve to notify the consultant to begin working and to be eligible for payment once work is completed.

VI. SCOPE OF SERVICES

Under the terms of the resulting contracts, the consultants shall provide the range of ROW support services necessary to acquire and certify the parcels needed for constructing TIA projects within the four approved special districts, as well as any special districts approved during the term of the resulting contracts. The consultants awarded the subsequent quote processes will report to the ROW P/PM for coordination and will be responsible for assembling any additional team members needed, managing workload, monitoring schedules and ensuring quality of deliverables to meet Department expectations and requirements.

The general Scope of Work required for each ROW service category is included in Exhibit IA and IIA. Compliance with all pertinent regulations (State/Federal/Local/Industry) is required. It is the responsibility of the respondent to obtain knowledge of rules and regulations relevant to the Scope of Work identified herein.

VII. SCHEDULE OF RFP EVENTS

The following Schedule of Events represents the Department's best estimate of the schedule that will be followed. All times indicated are Eastern Time zone. The Department reserves the right to adjust the schedule as deemed necessary.

SCHEDULE	Date	Time
a. Posting date of RFP to the Georgia Procurement Registry (GPR)	06/23/2026	-----
b. Optional Virtual Pre-Bid Meeting	07/10/2026	10:00 AM
c. Deadline for submission of written questions and requests for clarification	07/15/2026	2:00 PM
d. Q&A Posted to the GPR	07/20/2026	
e. Deadline for submission of Technical/Fee Proposals	07/31/2026	2:00 PM

Potential Respondents desiring to attend the Optional Virtual Pre-Bid Meeting should email Treasury Young (tryoung@dot.ga.gov) to receive the link to join the virtual pre-bid meeting.

IV. SELECTION INFORMATION

A. Selection Process and Award for Open Agency Contract(s)

Once the deadline for proposals has passed, all proposals will be opened and reviewed to determine all mandatory requirements and forms have been addressed correctly and completely. All proposals identified as complying with all mandatory requirements will be selected for contract award. Each successful firm will be notified in writing via email and will proceed with signing the Open Agency Contract electronically via DocuSign. One contract will be signed with each consultant and will include all of the ROW service categories on which the consultant proposes and meets mandatory requirements. Once signed each of the contracts will be valid for a period of five years.

1. Requirement to Satisfy Minimum Requirements:

- Provide Prime Consultants Name and Address.
- Provide name, address and contact information of individual responsible a statement certifying the individual is an employee of the Prime Consultant (if the entity is a firm and not individual)(see **EXHIBIT III, Certification Form**).
- Signed acknowledgment of awareness that the projects for which quotes will be sought will only be from the four approved TIA regions and any which are approved in the future.

2. Requirements for Right of Way Service Classes

Each Consultant proposing must be prequalified in the Right of Way Service class applicable to the specific support on which they are proposing and as identified in **Exhibits IA and IIA**. Consultants may propose on as many of the ROW service categories as desired as long as the prequalification requirements are met.

A list of currently prequalified vendors may be accessed on the Department's website at the following URL: <https://www.dot.ga.gov/GDOT/pages/Rightofway.aspx>.

E. Cost Response(s)

Cost responses will be opened only upon completion of verification of compliance with mandatory requirements. Respondents will be required to provide the cost proposal for all corresponding service categories on which they are bidding. The cost proposal format(s) must be prepared completely and are identified in **Exhibits IB and IIB**. Each cost proposal will include a list of services being sought for each ROW service category. Respondents will be required to assign a range of pricing (minimum and maximum) for each service offered, and are not required to offer pricing on every service.

F. Basis for Award of Open Agency Contract

Each proposal which meets mandatory requirements as required in **Exhibits IA and IIA**, and **Exhibits IB and IIB**, will be awarded an open agency contract which will include all of the service categories (**See Sample Contract – Attachment A**).

G. Basis for Award of Service Category Quotations

After contract(s) are awarded and as needs are identified, quotations will be sought via email from consultants holding open agency contracts for the applicable service categories (**See Sample Quotation – Attachment a and B**). It is in the sole discretion of each consultant to determine desire to bid on each quotation. Not bidding on any quotation will have no adverse effect on the consultants ability to bid on future quotations during the five year term of the Open Agency contract. Each quotation will identify if responses for partial services to be provided will be considered. As a matter of efficiency, it is advantageous to require all services to be quoted upon in order for award to be considered. Quotations requiring a response for all services which are provided for partial services, may be disqualified. Quotation pricing will be evaluated to verify quotes fall within the pricing in the consultants' open agency contract(s). Any quotation provided which falls outside of the pricing in the consultants' open agency contract will be disqualified. In the event the quotation requires a single award, the consultant's quotation which provides the lowest overall price will be identified as the apparent awardee. In the event the quotation allows multiple awards, the consultant's quotation which provides the lowest price for each service will be identified as the apparent awardee. Apparent awardee(s) will be further evaluated to verify the consultant has agreed to meet the schedule for completion of services identified in the quotation. Apparent awardee(s) will also be evaluated to verify they remain in good standing with the Department and with the TIA program. Consultant quotations agreeing to meet the schedule, in good standing, and offering the lowest price (either in total or by service item), shall be awarded a purchase order which shall serve as the notice to proceed to complete the services.

H. Determination of Good Standing

The determination that a consultant is in good standing and eligible for award of quotations for ROW support services includes two considerations. Since each consultant is required to be prequalified in ROW service categories, any firm which fails to renew or whose prequalification is suspended due to poor performance will be disqualified from awarding of any quotes until the prequalification status is renewed/restored. Secondly, any contracted consultant which has received cure letters from the TIA office for delays or substandard quality of work will be disqualified from awarding of any quotes until delays have been remedied and/or quality concerns have been satisfactorily addressed.

V. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION, AND EXTENSIONS

It is the responsibility of each Consultant to examine the entire RFP, seek clarification in writing, and review its submittals for accuracy before submitting. Once the submission deadline has passed, all submissions will be final. The Department will not request clarification from any single individual Consultant regarding their submission, but reserves the right to ask, collectively, all parties that have submitted proposals for additional information. Questions about any aspect of the RFP, or the service, shall be submitted in writing (via e-mail) to:

Treasury Young, TIA Procurement Administrator
E-mail: tryoung@dot.ga.gov

The deadline for submission of questions relating to the RFP is the time and date shown in the Schedule of Event, Section VII – Schedule of RFP Events. All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled and answered in writing, and issued to all Consultants via posting to the Georgia Procurement Registry (GPR). Any Consultant exceptions to the RFP requirements or requests for deadline extensions must also be communicated to the Department via email to tryoung@dot.ga.gov by the deadline to be properly considered. Any requests for proposal deadline extensions must include the reason(s) for such a request. The Department reserves the right to approve or reject such requests as the Department deems necessary.

VI. INSTRUCTIONS FOR PREPARING TECHNICAL PROPOSALS

Technical Proposal response format has been provided as Exhibits IA and IIA, which must be completed in their entirety in order to be considered responsive. Submittals must be typed on standard (8½" x 11") paper. The pages of the submittals must be numbered. Each exhibit will contain the information, including attachments, necessary to be considered responsive.

Responses are limited to completing the exhibits for each service category on which the consultant desires to bid, including providing the required attachments. The response exhibits should be prepared using a minimum of an 11-point font. Pages beyond what is required in the exhibits is not required or desired.

Technical Proposals shall not include any fee proposal information.

VII. INSTRUCTIONS FOR PREPARING COST RESPONSES

Cost responses formats have been provided as Exhibits IB and IIB. which must be completed in their entirety in order to be considered responsive. Submittals must be typed on standard (8½" x 11") paper. The pages of the submittals must be numbered.

Responses are limited to completing the exhibits for each service category on which the consultant desires to bid, and providing a range of the cost (minimum and maximum) for each service offered. The response exhibits should be prepared using a minimum of an 11-point font. Pages beyond what is required in the exhibits is not required or desired.

Cost responses shall be submitted along with the technical proposal but in a separate electronic submittal. The cost response shall consist of an excel spreadsheet (**see Exhibits IB and IIB**) containing the pricing information and a PDF containing the Cost Response Acknowledgement.

VII. SUBMITTAL OF TECHNICAL AND FEE RANGE RESPONSES

The Department's intention is to award Open Agency Contracts to all Respondents who meet the mandatory requirements in the Technical Response and provide the associated Fee Range Response for each Right of Way Support service for which Respondents desire to provide. Since all Respondents meeting requirements will be awarded Open Agency Contracts, there is one (1) electronic proposal submittal required. Responses must include the applicable and completed Technical and Fee Range Responses and signed exhibits in their entirety and all completed and signed addenda, if applicable. The completed and signed documents must be legible. Proposals must be submitted via the Solicitation Program as noted below.

PDF document must follow the naming convention for electronic records as follows: the proposing firm's full legal name, RFP#, and RFP Title. To submit your proposal, use the following link: <https://solicitation.dot.ga.gov>. To review the manual for submitting to the Solicitation program, go to the following link: <https://dotauthoring.dot.ga.gov/GDOT/Pages/SolicitationTraining.aspx>

Upon successful receipt of the electronic submittal, the system will send a receipt confirmation e-mail to the sender within one (1) hour. If this email is not received, email Treasury Young, tryoung@dot.ga.gov, for confirmation of your submission. Proposals must be received by the Department prior to the deadline indicated in the Schedule of Events in Section VII.

No Proposal submittals will be accepted after the time and date set for receipt.

IX. ADDITIONAL TERMS AND CONDITIONS

A. Restriction of Communication

From the issue date of this RFP solicitation until a successful Consultant is selected and the selection is announced, Consultants are not allowed to communicate for any reason with any members of the Selection Committee or the Department, including the Department's Commissioner and Board Members, except for submission of questions as instructed in the RFP, or as provided by any existing work agreement(s). For violation of this provision, the Department reserves the right to reject the proposal of the offending Consultant.

B. Submittal Costs and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Department is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Department. 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, the details of the proposal documents will remain confidential until final award. GDOT reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the State.

C. Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal(s) is determined to be the best proposal, is not binding upon the Department and does not obligate the Department to procure or contract for any services. Neither the Department nor any party submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the Department and a party containing such terms and conditions as are negotiated between those parties. The Department reserves the right to waive non-compliance with any requirements of this Request for Proposal and to reject any or all proposals submitted in responses. Upon review of responses, the Department will determine the party(s) and proposal that in the sole judgment of the Department is in the best interest of the Department (if any is so determined), with respect to the evaluation criteria stated herein. The Department then intends to conduct negotiations with such party(s) to determine if an acceptable contract may be reached.

Upon a Notice of Award the Consultant must provide the name of its insurance carrier, types and levels of coverage, and deductible amounts per claim.

D. Joint-Venture Proposals

GDOT does not generally desire to enter into “joint-venture” agreements with multiple firms. In the event two (2) or more firms desire to “joint-venture,” it is strongly recommended that one prequalified consultant propose and maintain status as the **Right of Way Support Services** provider with the remaining firms (if applicable) participating as sub-providers.

E. Statement of Agreement

With submission of a proposal, the Consultant agrees that he/she has carefully examined the Request for Proposal, and the Consultant agrees that it is the Consultant’s responsibility to request clarification on any issues in any section of the Request for Proposal with which the Consultant disagrees or needs clarified. The Consultant also understands that failure to mention these items in the proposal will be interpreted to mean that the Consultant is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a proposal, the Consultant hereby certifies: (a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that Consultant has not directly or indirectly included or solicited any other Consultant to put in a false or insincere proposal; (c) that Consultant has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

F. Bid Substitutions, Alternates, Exceptions, and Extensions

No substitutions or alternates will be accepted for this bid. Any bidders submitting substitutions or alternates will be considered non-responsive and will not be considered for award.

EXHIBIT I-A**Comprehensive Right of Way Support Services for the Transportation Investment Act Program
Technical Response Form
Acquisition Services****Description: Right of Way Acquisition Services**

The Technical Responses must be submitted using the form and instructions below:

I. COMPANY BASIC INFORMATION

- A. Cover page – There should be one cover page for each firm followed by one or multiple Exhibit A(s) consistent with the ROW service categories on which the Respondent is submitting. The cover page must indicate the response is for the Technical Response and must list the RFQ#, RFQ Title, proposing firm's full legal name, and the specific service categories being submitted on to include the Description.
- B. Addendum(s) - Signed cover page (Only) of any Addendum(s) issued.
- C. Basic Company Information:
1. Company Name (provide full legal name with whom the contract will be executed):

 2. Company Headquarters Address: Include the complete address of the company's headquarters.

 3. Primary Contact Information: Provide the name, telephone number(s), and email address of the individual who will serve as the main point of contact for this solicitation. This individual will receive all communications from the Department:

Company Name: _____

Attn: _____

Address: _____

City, State, Zip: _____

Phone #: _____

E-Mail: _____

II. MANDATORY REQUIREMENTS

A. Right of Way Pre-Qualification:

In order to be eligible to be considered for award the Consultant must be prequalified in one or more of the following Right of Way Service Classes:

1. D-1 Pre-Acquisition
2. D-3 Acquisition Manager
3. D-4A Negotiation Agent Trainee
4. D-4B Negotiation Agent 1
5. D-4C Negotiation Agent 2
6. D-4D Negotiation Agent 3
7. D5 Relocation Negotiation Agent
8. D6 Administrative Review Officer (Appeals)
9. A2 Relocation Package Prep

Respondent must provide evidence of prequalification in the required service class(es) by attaching the approved certification from the Office of Right of Way indicating that the Respondent holds the required service classes. The certificate should be attached behind this Exhibit I-A.

B. Scope of Services:

Awarded Respondents agree to perform Acquisition Services in accordance with the following scope of services for each project awarded through the secondary quoting process:

1. General

The purpose of this solicitation is to establish Open Agency Contracts for Right of Way Acquisition Services with a prequalified consultant interested in providing Right of Way Acquisition Services for the Georgia Department of Transportation's TIA Program. The services to be provided under this contract include, but are not limited to Pre-Acquisition, Acquisition, appraisals, specialty reports, Negotiation through Closing, Administrative Review Officer, Relocation Negotiation, and Relocation Benefits Package Services. The Department reserves the right to modify existing provisions or include additional provisions, which are not addressed herein. The services shall be in accordance with the requirements of the project's Scope of Work, the contract and the solicitation.

All parties named in the proposal shall adhere to all State and applicable Federal Laws, the Department's Right of Way procedure manual, and any additional written instructions given by the Department. The Consultant shall comply with O.C.G.A. Title 43 Chapter 40.

The term, "Broker", in this solicitation is defined as any person who, for another, and who, for a fee, commission, or any other valuable consideration or with the intent or expectation of receiving the same from another: Negotiates or attempts to negotiate, or assists in procuring prospects for the listing, sale, purchase, exchange, renting, lease, or option for any real estate or of the improvements thereon.

The term, "Agent", is considered a "Salesperson" and is defined as any person, other than an associate broker, who acts on behalf of a real estate broker in performing any act authorized by this chapter to be performed by the broker. "Agent" hereinafter referred to as the "Negotiation through Closing Agent(s)" will assist the TIA Right of Way Program Management Consultant (ROW P/PM) with negotiating real estate.

The TIA Right of Way ROW P/PM will be the single point of contact for all Acquisition Services, will report to the GDOT Project Manager for coordination with the design firm, and will be responsible for assembling team/acquisition resources, assigning workload, managing workload, monitoring schedules and ensure quality of reports meet Department expectations and requirements. Accountability will lie solely with the TIA Right of Way ROW P/PM.

2. Pre-Acquisition Services:

The Consultant shall:

a. PHASE I:

- 1) Prepare the project Right of Way Detailed Cost Estimate using the Department's Cost Estimate Form. Submit the Estimate to the Right of Way ROW P/PM. The Cost Estimate is to be submitted within twenty-one (21) days after written Notice to Proceed as needed.
- 2) Request to the PM a review appraiser upon submission of the Cost Estimate.

b. PHASE II:

- 1) Attend all required meetings relevant to the project.
- 2) Request and meet with the ROW P/PM to review the projects scope and design, as well as establish protocol for subsequent project activities.
- 3) Obtain a copy of any property contamination reports and any Hazardous Waste reports. Reports must be available during completion of Right of Way Project Inspection Checklist.
- 4) Attend field review of the project with Review Appraiser to ensure accuracy of plans and assist in the completion of the Project Inspection Checklist.
- 5) Request topo and any other noticeable required plan revisions, including adding temporary construction easements for removal or demolition of any significant improvements such as, outdoor advertising billboard signs, canopy cutoffs, houses, buildings, or other major structures lying within, partially within, or off required acquisition area yet with extensions such as septic systems, wells, or other significant extensions lying within required Right of Way, and warranting the removal of building, house, or other major structure off required R/W acquisition area. Coordinate with the ROW P/PM, who will assist in determining boundaries or limits of required demolition and removal easements.
- 6) Furnish the following data for entry into the Department's TPro system:
 - a) Names.
 - b) Addresses.
 - c) Parcel Numbers.
 - d) Identification of Relocation Parcels.
 - e) Appraisal Data.
 - f) Relevant comments.
- 7) Conduct Relocation Interviews with all displacees using appropriate forms. Submit interviews, pictures of improvements, building sketches showing dimensions, necessary moving estimates, and a copy of the appraisal to the ROW P/PM.
- 8) Prepare and submit a Property Management Inventory List to the ROW P/PM after riding project with the Outdoor Advertising Sign Specialist to determine illegal signs not requiring sign valuation reports.
- 9) Attend the Property Owners Meeting.

c. PHASE III:

- 1) Attend meetings with property owners and ROW P/PM to discuss the potential of acquisitions in advance of GEPA.
- 2) Submit plan revision requests to the ROW P/PM. Attach a copy of the Owner Verification Form if the attorney certifies that the plans, legal descriptions, and/or property owner's name is in conflict.
- 3) Prepare Relocation Benefits Packages, according to GDOT Relocation Package Preparation guidelines and submit to the ROW P/PM.
- 4) Verify and update all data relative to right of way for the TPro system.

d. PHASE IV:

- 1) Monitor the project until all assigned pre-acquisition duties have been completed. These duties include:
 - a) Completion of and submission of any and all project reports.
 - b) Attendance at monthly Project Status Meetings, and up to two additional meetings per month.
- 2) Submit a monthly progress report template for comments and approval for use during the monthly project status meetings.

3. Acquisition Services:

The Consultant shall:

a. Prepare negotiation packages utilizing current GDOT forms, which shall include the following:

- 1) GDOT Right of Way Brochure.
- 2) Right of Way Acknowledgement Form.
- 3) Letter of Offer.
- 4) Option and Plats.
- 5) Summary Statement Basis for Just and Adequate Compensation Form.
- 6) Letter of Availability of Incidental Payments.
- 7) Acknowledgement of Access Control, when applicable.

The negotiation packages are to be prepared upon receipt of approved Appraisals. Relocation benefit packages will be prepared and submitted to ROW P/PM for approval.

- b. Make all offers to purchase, and if applicable, all offers for relocation benefits along with any other payment required to owners, tenants or other parties having an approved tabulated monetary interest. All offers and relocation benefits will be explained in detail and negotiation and relocation activities will be conducted in accordance with GDOT's Right of Way Manual.
- c. Make an effort to negotiate relocations, government properties, multi-owner properties, and improved parcels first.
- d. Personally contact, if possible, all resident owners of the assigned parcels at a time and place convenient to the owner. There shall be a sufficient number of personal contacts with each owner, with a minimum of three (3), in an attempt to secure a property settlement through negotiations, unless it is clearly apparent that continued negotiations would be unproductive. Non-resident owners shall be contacted at least once by certified mail with a return receipt requested.
- e. Prepare and maintain a Negotiation Record on each property interest on which negotiation was attempted, giving the date, place of contact, persons present, offers made, explanation of Right of Way and Construction plans, counter-offers and recommendations regarding those counter-offers, reasons why settlements could not be reached, feedback and concerns from the property owner, description of title problems and how they were solved, signature of the negotiator for settled interests, and any other data pertinent to the negotiations.
- f. Provide and explain to owners the appropriate scaled Right of Way plan sheet(s), cross-sections, driveway profiles and other construction information, as requested by owners. All plan sheets are to be stamped as "Preliminary".
- g. The Right of Way Project Manager and/or Agent shall not provide owners with GDOT's appraisals.
- h. Review and confirm with owner the accuracy of all information stipulated in the Preliminary Title Report.

- i. Submit electronic individual parcel files, including appraisal reports, copies of all negotiation and relocation documents, and all related correspondence and reports in connection with and incidental to the performance of this Agreement, and to make said files available at any time for inspection by the ROW P/PM. Negotiation and Relocation documentation are to be maintained in separate file folders. All such information shall become the property of the Department under this Agreement and shall be immediately delivered to the Department on a continuous basis.
- j. Keep all information and/or knowledge gained from appraisals, acquisition and relocation on the project confidential and not publicly disclosed without prior written authorization by the Department.
- k. Recommend counter-offer settlements for the Department's approval or rejection and provide the necessary written justification for all approved settlements to the ROW P/PM.
- l. Submit all approved options with a Settlement & Disbursement Statement (S&D) to the ROW P/PM for closings. Funds must be made payable to the Attorney's escrow account.
- m. Submit electronic folder of options to GDOT separately, which must be furnished to the ROW P/PM at the end of the contract.
- n. o. Assist the project attorney or closing representative in preparing and securing executed Quit Claim Deeds or releases, when necessary, to give the Department clear fee simple title or any other such interest in the property as the Department may require.
- p. Assist the State's attorney or closing representative in closing, when necessary.
- q. In the event of a Total Acquisition, after the parcel closing, send to the ROW P/PM the following:
 - 1) An original reimbursement check made payable to the Department from the closing Attorney's escrow account in the amount of the owner's pro rata share of taxes.
 - 2) A copy of the signed Settlement & Disbursement Statement documenting the Owner's share of pro rata taxes withheld.
- r. Transmit final electronic closed file including Recorded Deed and executed Final Title to the ROW P/PM.
- s. If a negotiated settlement cannot be reached, an Acquisition consultant must make a last contact in an attempt to reach a negotiated settlement. If the last contact is unsuccessful, request to the ROW P/PM the desire to send a 10- day Appeal Letter.
- t. Once approval has been received, mail certified ten (10) day letter to the owner, with copy sent to the ROW P/PM.
- u. Submit the fully documented electronic parcel file to the ROW P/PM for condemnation preparation.
- v. Provide the ROW P/PM with three (3) executed Appraiser Affidavits.
- w. Secure and submit to the ROW P/PM the service addresses of all the parties to be named in the condemnation petition, including tenants, with or without a recorded lease.
- x. Submit an updated Title Report and styling letter from the project attorney if the present report is over six (6) months old.
- y. Submit check request, with attached copy of Appraiser Affidavit to the ROW P/PM. All checks for condemnation will be made payable SAAG of records escrow account.
- z. Transmit the final condemnation file, including the conformed petition, to the ROW P/PM.
- aa. Mail all required Notices to Vacate to displacees once title has been acquired with a copy furnished to the ROW P/PM.
- bb. Provide assistance to displacees in matters involving Relocation.
- cc. Inspect replacement housing to assure Decent, Safe and Sanitary (D.S. & S.) compliance.
- dd. Submit to the ROW P/PM a sketch of the replacement house showing dimensions, photographs of all structures, copies of sales contracts (or leases), and good faith estimates.
- ee. Obtain signatures of displacees on all appropriate relocation claim forms and submit executed claims with any supporting documentation to the ROW P/PM for payment.
- ff. Attend closings of replacement housing and furnish relocation check to closing attorney. Submit to the ROW P/PM all documented requests for In Lieu of benefits, Reestablishment benefits, and Search Payment benefits for prior approval by the Department.
- gg. Inspect business replacement sites to verify the completion of site renovation if the cost of renovation was approved for Reestablishment benefits. Take pictures of the completed renovation to be submitted to the ROW P/PM.
- hh. Provide the ROW P/PM with an accurate written Relocation Status Report and a Property Management Status Report each month.
- ii. Inspect, secure and post acquired vacated buildings. Using the Department's form, prepare and submit to the ROW P/PM the Notice of Final Vacancy Inspection & Demolition Authorization along with all property keys, if applicable.

- jj. Notify and inform all utility service providers that each vacated building; structure has been vacated and arrange a time to meet on site with provider's representative so that utility meters are pulled from service.
 - kk. Upon notice of demolition of acquired improvements, inspect site for compliance log activities, and retain all necessary clearance and closure reports to ensure all State and Federal Laws, policies, and Procedures are followed. If compliance is met, using the Department's form, prepare and submit to the ROW P/PM the Improvement Clearance Report for bond reimbursement. If compliance is not met, the ROW P/PM is to be immediately notified of said non-compliance.
 - ll. Attend various meetings such as the Project Status meetings, Project Transition Meeting, and any other meeting which may be required by the Department, the GEC and/or ROW P/PM.
 - mm. Report the status of the project directly to the ROW P/PM on a bi-weekly basis.
 - nn. Submit a progress report template for comment and approval for use during monthly project status meetings. Verify and update all data relative to right of way for the TPro System.
 - oo. Perform Right of Way Project Manager tasks regarding Property Management if no relocation is involved with the parcel(s). Should parcel(s) involve the acquisition of an occupied improvement, this task will be considered and paid as a Relocation activity.
 - pp. Condemnation rate not to exceed 10% per project P.I. number phase, or leg, without obtaining reviews and written approval from the Department.
4. Payment:
- a. Pre-Acquisition Scope of Services Payment - All invoices are to be documented with services completed. Invoices may only be submitted once a month.
 - b. Acquisition Scope of Services Payment - (Negotiation, Property Management, and Relocation) will be compensated at a flat rate per tabulated monetary interest and per displacee, as shown on the attached Menu of Services. All activities will be compensated at a flat rate per interest and per displacee, as shown on the attached Menu of Services.
 - c. Initiation of Negotiations will commence within two weeks from receiving the released appraisal report and Environmental Clearance.
 - d. The compensation for each item listed on the Task Order is paid in the following four stages:
 - 1) The first payment at 20% per tabulated contract rate can be made following Negotiation activities which end after the completion of Stipulation No. 2 of Section C, Acquisition Services regarding the completion of the initial owner contact.
 - 2) The second payment at 30% of the per tabulated contract rate can be made following Negotiation activities which will end after the completion of either Stipulation No.12 of Section C, Acquisition Services regarding approved options or Stipulation No. 21 of Section C, Acquisition Services, regarding condemnation preparation.
 - 3) The third payment at 30% can be made once all property rights have been acquired and entered into TPro or acquired or by condemnation following the completion of Stipulation No. 27 of Section C, Acquisition Services.
 - 4) The fourth payment of 20% can be made following the Negotiation activities which end after the completion of Stipulation No. 18 or 27 of Section C, Acquisition Services, which is the receipt by the Department of the completed and documented parcel file.
 - e. Payment for Acquisition activities involving Local Government donations, Driveway and/or Fence Easement only parcels will be paid upon the closing of the parcel and the receipt by the Department of the complete fully documented parcel file, including final title reports.
 - f. Payment for Acquisition activities involving parcels owned by the State and/or Federal Government will be paid also upon the receipt by the Department of the final applicable closing documents, such as, Right of Entry (ROE), or Licensing Agreements, necessary to grant sufficient final title.
 - g. Without prior approval from the Department, on a parcel by parcel basis, all negotiation activities on each parcel will be concluded within ninety (90) calendar days, unless the Department authorizes a time extension for these activities on a parcel by parcel basis.
 - h. Relocation activities will commence on the date that the Right of Way Project Manager receives approval of the Relocation benefits package.
 - i. Relocation activities will cease and payment for these activities can be made following the receipt of the Final Vacancy Inspection & Demolition Authorization and the complete fully documented relocation file by the Department.

- j. In the case of a Consequential Displacee not electing to move prior to the submittal of the project's Certification Package to the Department, a 50% payment of the Relocation flat rate fee may be requested after the completion of Stipulation No. 44 of Section C, Acquisition Services, along with the receipt by the Department of the fully documented Relocation file. Should the Displacee elect to move after the submittal of the project Certification, the Department shall make the determination if either the Department or the Right of Way Acquisition Manager (Consultant) will conclude the remaining relocation coordination and assistance of the Displacee. If Right of Way Acquisition Manager services are necessary, the Right of Way Acquisition Manager (Consultant) may request the remainder 50% payment after the completion of Stipulation 38 of Section C, Acquisition Services, if applicable, and following the receipt of the fully documented Relocation file by the Department.
- k. The Right of Way Project Manager's tasks regarding Property Management as specified in Stipulation 38 of Section C, Acquisition Services, will be considered and paid as an Acquisition activity if no relocation is involved with the parcel. Should the parcel involve the acquisition of an occupied improvement, this task then will be considered and paid as a Relocation activity.

5. General Terms & Conditions:

- a. The Consultant agrees, upon the Department's acceptance, to provide for the Acquisition of Right of Way and Relocation services and perform these services in accordance with State and Federal Laws, the Department's procedure manual, Federal Regulations and particularly 23 CFR and 49 CFR, and any additional written or verbal instructions given by the Department.
- b. Emphasis of this project contract will be placed on the Project's Scheduled Certification Date. Timeline will be set to reflect all duties to be accomplished by said Let Date and will be used in Performance Management.
- c. Should any individual designated to perform services under this scope of work be recommended for removal or leave for any reason, GDOT's TIA Project Manager and GDOT's TIA Right of Way Program Manager are to be notified immediately for concurrence and confirmation. Any replacement or additional personnel must be approved by the Department prior to beginning any work associated with this contract. The Consultant shall include a list indicating the names, duties, and business addresses of all individuals that will be performing work on the project. Failure to comply with this section may result in termination of the contract.
- d. Conflict of Interest – The Consultant certifies that neither it nor any of its Sub-Consultants include persons who have an interest, direct or indirect in this proposed contract and who during his or her tenure are:
 - 1) A present member or officer of GDOT, or any of the officer's immediate family.
 - 2) A GDOT employee who formulates policies or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
 - 3) Any public official, member of the local governing body, or State or local legislator who exercises functions or responsibilities with respect to the project(s) or GDOT.

6. Department's Responsibilities:

The ROW P/PM on behalf of the Department shall:

- a. Provide a liaison and advisor to the Right of Way Project Manager in right of way acquisition matters.
- b. Approve all counter offers for approval or rejection when necessary.
- c. Make available to the Right of Way Project manager all pertinent forms that are required under this contract and any necessary revisions to the forms thereafter during the life of this contract.
- d. Identify as a priority all plan revisions requested by the Right of Way Project Manager.
- e. Expedite the review of counter offer settlement recommendations and promptly process all check requests.
- f. Provide the Right of Way Project Manager with electronic set of right of way plans and construction plans and provide any revised plan sheets thereafter.
- g. Provide right of way staking showing the limits of the right of way acquisition. Staking is included in the separate procured General Engineering Consultant (GEC) contracts.
- h. Provide a GDOT Review Appraiser, who will provide valuation review services on the project, including providing the Acquisition Agent with an approved 532 Release.
- i. Review ROW Relocation Benefits packages.
- j. Provide an appeals officer if necessary.

- k. Assign Project Special Assistant Attorney General.
- l. Provide the Right of Way Project Manager with a copy of the Preliminary Title Report of each assigned parcel.

**EXHIBIT I-B
ACQUISITION
MENU OF SERVICES**

EXHIBIT I-B must be completed by any Respondent providing a bid for the scope of work associated with EXHIBIT I-A.

Date: _____

Proposing Firm: _____

Contact: _____
(Name) (Telephone) (E-mail)

Re: RFP

1. Unit Pricing

The range of pricing must be submitted for each item. Subsequent pricing submitted in response to quotation requests must fall within the range or prices for each item. Actual projects and quantities will not be known until work begins and needs are identified. The Department reserves the right to purchase any amount of the work necessary to deliver the TIA program under the resulting contract(s).

Description	Unit	Range – Low	Range - High
PRE-ACQUISITION SERVICES			
Phase I	Each	\$	\$
Phase II	Each	\$	\$
Phase III	Each	\$	\$
III. Relo. Benefits Package Prep			
a. Residential	Each	\$	\$
b. Non-Residential	Each	\$	\$
Phase IV	Each	\$	\$
ACQUISITION SERVICES			
Item A - Tabulated Monetary Interest: Owner	Each	\$	\$
Item B - Re-Tabulated/Authorized Offers (30% of quantity Item A; 25% of rate Item A)	Each	\$	\$
Item C – Tabulated Monetary Interest: Other	Each	\$	\$
Item D – Re-Tabulated/Authorized Offers (30% of quantity Item C; 25% of rate Line C)	Each	\$	\$
Item E – Local Government Donations	Each	\$	\$
Item F – Driveways and/or Fence Easements	Each	\$	\$
Item G – State/Federal Donations	Each	\$	\$
Item H – Relocation Displacement	Each	\$	\$
Item I – Revised/Authorized Offer (30% of quantity Item H; 25% of rate Item H)	Each	\$	\$
Item J – Monetary Interest: NFS (Data Book)	Each	\$	\$
Item K- Monetary Interest: Cost Estimate	Each	\$	\$
Item L - Relocation Benefit Packages	Each	\$	\$
Item M - Appeals	Each	\$	\$

EXHIBIT II-A

**Comprehensive Right of Way Support Services for the Transportation Investment Act Program
Technical Response Form
Appraisal Services and/or Valuation Specialty Reports**

Description: Right of Way Appraisal Services

The Technical Responses must be submitted using the form and instructions below:

I. COMPANY BASIC INFORMATION

- D. Cover page – There should be one cover page for each firm followed by one or multiple Exhibit A(s) consistent with the ROW service categories on which the Respondent is submitting. The cover page must indicate the response is for the Technical Response and must list the RFQ#, RFQ Title, proposing firm's full legal name, and the specific service categories being submitted on to include the Description.
- E. Addendum(s) - Signed cover page (Only) of any Addendum(s) issued.
- F. Basic Company Information:

- 7. Company Name (provide full legal name with whom the contract will be executed:

- 8. Company Headquarters Address: Include the complete address of the company's headquarters.

- 9. Primary Contact Information: Provide the name, telephone number(s), and email address of the individual who will serve as the main point of contact for this solicitation. This individual will receive all communications from the Department:

Company Name:

Attn:

Address:

City, State, Zip:

Phone #:

E-Mail:

II. MANDATORY REQUIREMENTS

A. Right of Way Pre-Qualification:

In order to be eligible to be considered for award the Consultant must be prequalified in one or more of the following Right of Way Service Classes:

Valuation Appraiser:

1. C-1 – Appraisal Report Level
2. C-2 – Appraisal Review Report
3. C-9 – Detailed Cost Estimator
4. C-9A – Detailed ROW Cost Estimator for Negotiation

Valuation Specialty Services

1. C-3 – Cost to Cure
2. C-4 – Trade Fixture reports
3. C-5 – Sign estimator
4. C-6 – Environmental Assessment
5. C-7 – Well/Septic
6. C-8 – Timber Specialist

Respondent must provide evidence of prequalification in the required service class(es) by attaching the approved certification from the Office of Right of Way indicating that the Respondent holds the required service classes. The certificate should be attached behind this Exhibit II-A.

B. Scope of Services:

Awarded Respondents agree to perform Appraisal Services in accordance with the following scope of services for each project awarded through the secondary quoting process:

1. General

The purpose of this solicitation is to establish Open Agency Contracts for Right of Way Appraisal Services with a prequalified consultant interested in providing Right of Way Appraisal Services for the Georgia Department of Transportation's TIA Program. The services to be provided under this contract include, but are not limited to Appraisals, Review Appraisals, and Specialty Valuation Reports. The Department reserves the right to modify existing provisions or include additional provisions, which are not addressed herein. The services shall be in accordance with the requirements of the project's Scope of Work, the contract and the solicitation.

All parties named in the proposal shall adhere to all State and applicable Federal Laws, the Department's Right of Way procedure manual, and any additional written instructions given by the Department. The Consultant shall comply with O.C.G.A. Title 43 Chapter 40.

The TIA Right of Way Program Management Consultant (ROW P/PM) will be the single point of contact for all Acquisition Services, will report to the GDOT Project Manager for coordination with the design firm, and will be responsible for assembling team/acquisition resources, assigning workload, managing workload, monitoring schedules and ensure quality of reports meet Department expectations and requirements. Accountability will lie solely with the TIA Right of Way ROW P/PM.

2. Services

- a. It is mutually agreed between the Department of Transportation hereinafter referred to as the "State" and the **Appraiser/Estimator/Reviewer** hereinafter referred to as the "Contractor" agrees to perform a service, prescribed by instructions in Paragraph D below, at a "fixed fee" to be provided at the time of each quotation for services. Each parcel to be appraised, the due date for each appraisal, and the

suggested approaches to value shall be identified with each quotation. Contractors are expected to meet all deadlines. Failure to meet these due date will result in an immediate 6 month suspension.

- b. Contractor agrees to provide additional services for revising Appraisals / Estimates / Cost to Cures reports, due to changes in the scope (to include updating a report for court testimony) for a mutually agreed upon fixed fee. A subsequent Purchase Order will be activated to cover these additional fees.

Vendor may be called as an expert witness for court testimony, preliminary hearings, pre-trial hearings and / or depositions taken on behalf of the State. Contractor will be suspended from the Department Prequalification Roster if the Contractor declines these services when requested.

A lump sum amount shall be estimated for time utilized as an expert witness for court testimony, preliminary hearings, pre-trial hearings and / or depositions at \$50 per hr. not to exceeded \$400 Per Day per diem and \$200 one-half Day (Home base testimony). The estimated lump sum will be the amount of a subsequent PO to cover said additional services. Statements must be submitted for these services itemized on an hourly or daily basis and approved by the attorney conducting the trial, hearing or deposition.

- C. **SUSPENSION NOTICE:** Timely submission of work and quality work is expected. Failure to meet the prescribed timelines and/or submitting substandard reports will result in an immediate suspension. One or both of the following stipulations will result in an immediate six month suspension:

1. If more than 5% percent of the work is not submitted by the due date. The contractor is responsible for obtaining all documents to complete the work. If Supplemental reports, right of way and/or construction plans and other documents required to complete the work are needed, the contractor must alert the assigned Team leader within 15 days of the Notice to Proceed (NTP) date.
2. The Contractor will not be excused from suspension if requests for supplemental reports/documents are made more than 15 day after the NTP date. Contractors will not be suspended if the supplemental reports/documents required to complete the work are not available when requested. However the contractor should make every effort to complete all work not affected by outstanding supplemental reports /documents.
3. Quality consistently falls below acceptable levels. Review Appraiser and the assigned Team Leader will periodically monitor quality through an evaluation process established by the Appraisal Office. Review forms will be filed in the Appraisal Office.

D. WORK REQUIREMENTS:

1. The Contractor agrees to begin work on the parcels listed on attached sheet after notice to proceed is issued and to deliver one (1) copy of the fully completed appraisal or specialty reports to the Department of Transportation not later than the date(s) shown as attached. **Note: Two (2) copies if the subject property is a relocation parcel.**
2. Deliver one (1) copy of Data Book no later than 45 days after the Notice to Proceed date. (Applies to Appraisal Assignments only)
3. The Contractor understands and agrees that they will not, as either the principal, employer, stockholder, copartner, agent, contractor, independent Contractor, employee or in any other individual or representative capacity whatsoever, enter into or engage directly or indirectly within the State of Georgia, without the prior consent of the State, in any business which directly or indirectly conflicts with activity undertaken pursuant to the terms of this Agreement nor shall it engage in work, without the prior consent of the State, for any person or business that is currently listed as a condemnee of the State on the project covered under this contract until such time as the project is completed, abandoned, or terminated by the State or in the alternative between the date of this Agreement and its termination, whichever time period is less.

It is fully understood and agreed that in the event the completed appraisals are not delivered within the specified time, the State will impose a penalty of suspension from all appraisal activity for a period of time to be specified by the Department. However, it is understood that an extension of time may be granted by the State, under extenuating circumstances, if conditions so warrant and the request for such an extension is submitted in writing.

It is understood that the appraisals made under this contract will be submitted to the Department no more than thirty (30) days after the date of valuation, if not, they will not be accepted.

It is understood that the State will furnish appraisal formats, maps, sketches and other information or assistance deemed by the State to be in the interest of securing a fair market value evaluation, if available.

The appraisal reports to be rendered shall be on Appraisal Formats 388-C, 388-N, or other forms authorized by the General Office and shall be supported by a narrative report adequately documented. It is further agreed that the State will not be obligated to pay for unsatisfactory reports submitted by the Contractor which do not comply with the aforesaid requirements. Submission of unsatisfactory reports may result in a penalty of suspension from all appraisal activity for a period of time to be specified by the Department. 4.

4. In the event of termination as to one or more or all of the parcels, Contractor shall be paid a proportionate part of the fee for the particular parcel or parcels terminated as set forth above in proportion to the work actually completed on that parcel at the date of termination.

It is agreed that if for any reason work under this agreement is terminated; all work actually done by the Contractor to the date of termination shall become the property of the State.

5. If changes or revisions become necessary because of revised plans, or additional requirements on the part of the State, or any major changes in the scope or character of the work to be performed as required by the State, it is agreed that a new agreement covering only such revisions or changes will be entered into at that time, as agreed to by the State and the Contractor, making any necessary adjustments in the time of performance and providing applicable equitable changes, with increases or decreases, in the amount of compensation as set forth in the original agreement. See Paragraph B.
6. The Contractor agrees to execute for each parcel "Form R/W 388C or R/W 388N. (Appraisal assignments only).
7. All information contained in the report, and all parts thereof, are to be treated as a privileged communication. The Contractor shall take all necessary steps to insure that neither he nor any member of his staff or organization divulges any information concerning the report to anyone other than the proper officials of the Department of Transportation of said State or officials of the Federal Highway Administration until authorized by State Officials to do so, or until the Contractor is required to do so by due process of law or until released from this obligation by having publicly testified as to such findings.
8. Bids for Septic System Analysis will be submitted as two separate amounts. The first amount is for the initial analysis (Analysis Bid). The second amount is for a Cost to Cure valuation (Cost to Cure Bid).

If the results of the initial analysis require a Cost to Cure, the Contractor will be paid for the initial analysis and a Cost to Cure valuation. If a Cost to Cure is not required, the Contractor will be paid for the initial analysis only.

Most counties in the State of GA are now requiring a Soil Test. Please check with the county authority on all applicable fees (permits and site visits). Also estimate a cost for a Level 3 Soil Study Report. Include these fees in the Cost to Cure Bid. (With the exception of a Level 4 Soil Study and an Engineers Site Plan requested by the county, additional fees for Soil Testing will NOT be paid as an additional charge after the bid is awarded.) (Septic Valuation only).

E. REQUIREMENTS FOR SUPPORTING DAMAGES

As a result of right of way acquisition along this particular project corridor the value of certain improved residential, commercial, office/institutional or transitional (conversions or potential conversions) remainder properties may be adversely affected.

In order to absolutely assure that these potential adverse effects are investigated and measured properly, the following procedures are mandatory, as a condition of this appraisal agreement:

1. Residential Improvements – Proximity

- a. Measure distance to the subject improvement from existing and proposed right of way and roadbed. Particular attention should be given to establishing normal market setbacks in the before situation.
 - b. Measure distance from existing right of way and roadbed to structure on all applicable comparable sales and rental properties utilized in the valuation analysis. Denote specific sales and rentals, which may represent after situations (existing proximity problems).
 - c. Prepare a subject property and sales and rental chart to include the following data – proximity measurements, physical descriptions (size, construction features, condition, etc.) land area, land value, abstracted improvement contribution (total value and per sq. ft. value) rent, per sq. ft. of building and monthly rent. Charts should be included in data book.
 - d. The Contractor should develop his/her own matching pair comparisons (sales and rentals with similar characteristics with and without proximity as a factor) of property located on subject project or similar, nearby road projects. He/she should prepare a comparison chart illustrating percentage or dollar fluctuations in improvement contributions and/or rent per sq. ft. of building and monthly rent. Conclusions developed from this data should be applied to subject properties in an appropriate manner.
 - e. Under no circumstances will proximity studies previously prepared by other Contractors be accepted as sole support for measurement of proximity damages without convincing evidence that Step No. A. 4. has been attempted. If studies by others are used, the Contractor should attempt to analyze the data independently and arrive at his/her own conclusions, rather than accepting the conclusions presented by other Contractors.
2. Commercial, Office, Institutional, Transitional, Improvements - Parking, Loss, Access, Changes, Grade, Changes, Etc.
- a. Measure distance from building to existing and proposed right of way and roadbed from all applicable subject parcels.
 - b. Prepare a parking space layout drawing, both in the before and after situations. If a cost to cure report is provided, the parking layout drawings contained therein may be referred too.
 - c. Parking space to subject improvement area ratios, both before and after a proposed acquisition, should be prepared in grid chart form and included in the data book.
 - d. Direct comparison, and matching pair comparisons, measuring parking reduction, access change, and grade change effects on building price per sq. ft., rent per sq. ft. and monthly rent should be extracted from subject project area or similar road projects. The indications from this data should be summarized in grid form and included in data book.
 - e. Under no circumstances will studies prepared by other Contractors be accepted as sole support for measurement of damages resulting from parking loss, access changes, grade changes, etc., without convincing evidence that Step No. B. 4., has been attempted.

If studies by others are referred to, the Contractor should attempt to analyze the data independently and arrive at his/her own conclusions, rather than accepting the conclusions of another Contractor.

F. General Terms and Conditions

1. The Contractor agrees, upon the Department's acceptance, to provide for the Acquisition of Right of Way and Relocation services and perform these services in accordance with State and Federal Laws, the Department's procedure manual, Federal Regulations and particularly 23 CFR and 49 CFR, and any additional written or verbal instructions given by the Department.
2. Emphasis of this project contract will be placed on the Project's Scheduled Let Date. Timeline will be set to reflect all duties to be accomplished by said Let Date and will be used in Performance Management.
3. Should any individual designated to perform services under this scope of work be recommended for removal or leave for any reason, the Procurement Office, State R/W Acquisition Manager, and the District R/W Team Leader are to be notified immediately for concurrence and confirmation. Any replacement or additional personnel must be approved by the Department prior to beginning any work associated with this contract. The executed contract submitted by the Contractor for approval will include a list indicating the names, duties, and business addresses of all individuals that will be performing work on the project. Failure to comply with this section may result in termination of the contract.
4. Contractor shall have or establish a project office in Georgia during the performance of the work outlined below. Contractor will be required to provide the Department with the address, phone number, and office

hours prior to the Department issuing any authorization to perform the work under this contract. All paperwork and project information shall remain within the state of Georgia.

5. Conflict Of Interest - Contractor certifies that neither it nor any of its subcontractors include persons who have an interest, direct or indirect in this proposed contract and who during his or her tenure are:
 - a. A present member or officer of GDOT, or any of the officer's immediate family;
 - b. A GDOT employee who formulates policies or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner;
 - c. Any public official, member of the local governing body, or State or local legislator who exercises functions or responsibilities with respect to the project(s) or GDOT

**EXHIBIT II-B
APPRAISAL AND/OR SPECIALTY REPORTS
MENU OF SERVICES**

EXHIBIT II-B must be completed by any Respondent providing a bid for the scope of work associated with EXHIBIT II-A.

Date: _____

Proposing Firm: _____

Contact: _____
(Name) (Telephone) (E-mail)

Re: RFP

2. Unit Pricing

The range of pricing must be submitted for each item. Subsequent pricing submitted in response to quotation requests must fall within the range or prices for each item. Actual projects and quantities will not be known until work begins and needs are identified. The Department reserves the right to purchase any amount of the work necessary to deliver the TIA program under the resulting contract(s).

LEVEL	Categories	Description	Unit	Range – Low	Range - High
Level 1	Category 1.1	388-C Report only	Each	\$	\$
	Category 1.2	388-C Report with Specialty Reports	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	d.	Class 1 Trade Fixture - Small Commercial (per Business Owner or Tenant)	Each	\$	\$
	e.	Class 2 Trade Fixture - Large Commercial (per Business Owner or Tenant)	Each	\$	\$
	f.	Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
	g.	Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
	h.	Class 5 Trade Fixture - Agricultural (i.e. Chicken Houses, Horse Farm)	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	Category 1.3	388-C Minor Corridor	Each	\$	\$
	Category 1.4	388-C Major Corridor	Each	\$	\$
Level 2	Category 2.1	388-N Vacant Land	Each	\$	\$
	Category 2.2	388-N Vacant Land	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$

	c.	Class 3 Sign - Billboards	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	r.	Class 9 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
	s.	Class 10 Cost to Cure - Zoning Analysis-After	Each	\$	\$
	v.	Class 11 Cost to Cure - Total Site Redevelopment	Each	\$	\$
	Category 2.3	388-N Residential Improved (w/o Proximity Damages)	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
LEVEL	Categories	Description	Unit	Range – Low	Range - High
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	Category 2.4	388-N Residential Improved (w/Proximity Damages)	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	r.	Class 9 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
	s.	Class 10 Cost to Cure - Zoning Analysis-After	Each	\$	\$
Level 3	Category 3.1	388-N Non-Residential Improved	Each	\$	\$
	Category 3.2	388-N Non-Residential Improved	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$

	c.	Class 3 Sign - Billboards	Each	\$	\$
	d.	Class 1 Trade Fixture - Small Commercial (per Business Owner or Tenant)	Each	\$	\$
	e.	Class 2 Trade Fixture - Large Commercial (per Business Owner or Tenant)	Each	\$	\$
	f.	Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
	g.	Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
	h.	Class 5 Trade Fixture - Agricultural (i.e. Chicken Houses, Horse Farm)	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$

LEVEL	Categories	Description	Unit	Range – Low	Range - High
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	Category 3.3	388-N Non-Residential Improved	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	d.	Class 1 Trade Fixture - Small Commercial (per Business Owner or Tenant)	Each	\$	\$
	e.	Class 2 Trade Fixture - Large Commercial (per Business Owner or Tenant)	Each	\$	\$
	f.	Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
	g.	Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
	h.	Class 5 Trade Fixture - Agricultural (i.e. Chicken Houses, Horse Farm)	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	q.	Class 9 Cost to Cure - Parking/Maneuverability (major impact)	Each	\$	\$
	r.	Class 10 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
	s.	Class 11 Cost to Cure - Zoning Analysis-After	Each	\$	\$
	t.	Class 12 Cost to Cure - UST's/Dispensers/Canopies (i.e. site structures)	Each	\$	\$
	u.	Class 13 Cost to Cure - Building Cut-offs	Each	\$	\$

	v.	Class 14 Cost to Cure - Total Site Redevelopment	Each	\$	\$
Level 4	Category 4.1	388-N Non-Residential Improved	Each	\$	\$
	Category 4.2	388-N Non-Residential Improved	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign - Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	d.	Class 1 Trade Fixture - Small Commercial (per Business Owner or Tenant)	Each	\$	\$
	e.	Class 2 Trade Fixture - Large Commercial (per Business Owner or Tenant)	Each	\$	\$
	f.	Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
	g.	Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
	h.	Class 5 Trade Fixture - Agricultural (i.e. Chicken Houses, Horse Farm)	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
LEVEL	Categories	Description	Unit	Range – Low	Range - High
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	r.	Class 10 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
	s.	Class 11 Cost to Cure - Zoning Analysis-After	Each	\$	\$
	Category 4.3	388-N Non-Residential Improved	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign - Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	d.	Class 1 Trade Fixture - Small Commercial (per Business Owner or Tenant)	Each	\$	\$
	e.	Class 2 Trade Fixture - Large Commercial (per Business Owner or Tenant)	Each	\$	\$
	f.	Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
	g.	Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
	h.	Class 5 Trade Fixture - Agricultural (i.e. Chicken Houses, Horse Farm)	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	q.	Class 9 Cost to Cure - Parking/Maneuverability (major impact)	Each	\$	\$

	r.	Class 10 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
	s.	Class 11 Cost to Cure - Zoning Analysis-After	Each	\$	\$
	t.	Class 12 Cost to Cure - UST's/Dispensers/Canopies (i.e. site structures)	Each	\$	\$
	u.	Class 13 Cost to Cure - Building Cut-offs	Each	\$	\$
	v.	Class 14 Cost to Cure - Total Site Redevelopment	Each	\$	\$
Updates					
	Category 5.1	Update less than 3 months (25% of Initial Cost)	Each	\$	\$
	Category 5.2	Update 4 months to 8 months (50% of Initial Cost)	Each	\$	\$
	Category 5.3	Update 9 months to 12 months (75% of Initial Cost)	Each	\$	\$

RFP Price Acknowledgement

- I. Having carefully examined the Scope of Services entitled **EXHIBIT II-B, Scope of Services** and the entire RFP Document of the Department, as well as the conditions affecting the services, we propose to furnish all services, expertise, labor and materials called for by them for the entire scope indicated in accordance with the aforesaid documents, for the amounts indicated below.
- II. We have enclosed with this Price Bid Form a copy of our W-9, and our registration with the Georgia Secretary of State's Office (if applicable). If we are not registered to do business in the State of Georgia with the Georgia Secretary of State's Office, we agree to do so prior to the execution of this Agreement.
- III. We agree that we have not submitted substitutions or alternate bids and that if we have our proposal will be considered non-responsive and will not be considered for award. We further agree that we have identified any and all exceptions to the RFP and/or sample contract on a separate page, provided with this RFP response.
- IV. We agree to meet with appropriate staff of the Department within thirty (30) days of apparent award, for the purposes of possible implementation of an agreement, if such a meeting is requested by written order of the Department.
- V. We agree that this proposal may not be revoked or withdrawn after the time set for deadline for receipt of proposals but shall remain open for acceptance for a period of ninety (90) days following such time.
- VI. In case we are notified by mail, telephone, or delivery of the acceptance of this proposal within ninety (90) days after the time set for the deadline for receipt of proposals, we agree to execute a contract (Agreement between Consultant and Department), for the Services at the above stated unit rates and at the same time to furnish and deliver to the Department all required documents required herein.
- VII. The Consultant submits the following requested information to the Department:

Legal Name of Consultant: _____

Street Address: _____

When Organized: _____ Where Organized: _____

Number of years engaged in the business under the present firm name: _____

Plan of Organization (Proprietorship), (Corporation), (Partnership) _____

The bidder/Consultant has never refused to sign a contract as proposed. Correct _____ Incorrect _____

The bidder/Consultant has never been declared in default on a contract. Correct _____ Incorrect _____

Remarks: _____

VIII. The foregoing statement of qualifications is submitted under oath.

Under oath I certify that I am a principal or other representative of the firm of and that I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibilities for the foregoing subject matter and as such I am personally knowledgeable of all of its pertinent matters. We certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/proposal for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this bid/proposal. We certify that no person associated with our firm is an employee of, or affiliated with, the Department or holds any statewide elective or appointed office. We further certify that no person who holds any state-wide elective or appointed office or who is affiliated with the Department has been paid or promised by the firm any compensation in connection with this procurement by the Department.

The full names and addresses of person and firms interested in the foregoing bid/proposal as principals are as follows: _____

SIGNATURE: _____

TITLE: _____

Sworn to and subscribed before me this
_____ day of _____, 20__

Notary Public
My Commission Expires _____

EXHIBIT III

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Consultant's Name:	
Address:	
Solicitation/Contract No.:	<u>RFP 48401-</u>
Solicitation /Contract Name:	Comprehensive Right of Way Support Services

CONSULTANT AFFIDAVIT

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 Consultant will continue to use the federal work authorization program throughout the contract period and the undersigned Consultant will contract for the physical performance of services in satisfaction of such contract only with sub-consultants who present an affidavit to the Consultant with the information required by O.C.G.A. § 13-10-91(b). Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Consultant

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of
Consultant)

Title (of Authorized Officer or Agent of
Consultant)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

ATTACHMENT A
SAMPLE QUOTATION FORM



QUOTATION FOR ROW SUPPORT SERVICES – ACQUISITION SERVICES

CONTRACT ID #:

Table 1 – TIA ROW and Consultant Contacts

TIA ROW Contact Information	Name:	E-Mail:
Consultant Contact Information:	Company Name:	Contact E-Mail:
	Point of Contact:	Contact Phone #:

Table 2 – P.I. #, County, and Project Description

P.I. #	County	Project Description

Table 3 - Quotation				
Description	Unit	Quantity	Unit Price	Extended Price
PRE-ACQUISITION SERVICES				
Phase I	Each	\$	\$	\$
Phase II	Each	\$	\$	\$
Phase III	Each	\$	\$	\$
III. Relo. Benefits Package Prep				
Residential	Each	\$	\$	\$
Non-Residential	Each	\$	\$	\$
Phase IV	Each	\$	\$	\$
ACQUISITION SERVICES				
Item A - Tabulated Monetary Interest: Owner	Each	\$	\$	\$
Item B - Re-Tabulated/Authorized Offers (30% of quantity Item A; 25% of rate Item A)	Each	\$	\$	\$
Item C – Tabulated Monetary Interest: Other	Each	\$	\$	\$
Item D – Re-Tabulated/Authorized Offers (30% of quantity Item C; 25% of rate Line C)	Each	\$	\$	\$
Item E – Local Government Donations	Each	\$	\$	\$
Item F – Driveways and/or Fence Easements	Each	\$	\$	\$
Item G – State/Federal Donations	Each	\$	\$	\$
Item H – Relocation Displacement	Each	\$	\$	\$
Item I – Revised/Authorized Offer (30% of quantity Item H; 25% of rate Item H)	Each	\$	\$	\$
Item J – Monetary Interest: NFS (Data Book)	Each	\$	\$	\$
Item K- Monetary Interest: Cost Estimate	Each	\$	\$	\$
Item L - Relocation Benefit Packages	Each	\$	\$	\$
Item M - Appeals	Each	\$	\$	\$
TOTAL QUOTATION PRICE				\$

Note: The unit prices offered on the quotation must fall between the range of unit pricing within each Consultant's RFP Response and resulting Agreement. Prices which fall outside (above or below) the range of unit prices within the Consultant's resulting Agreement will be disqualified.

Table 4 – Signature	
Consultant’s Legal Name	
Consultant’s Signature (Principal of Company)	
Typed or Printed Name Above	
Typed or Printed Title Above	
Date Signed	

ATTACHMENT B
SAMPLE QUOTATION FORM



QUOTATION FOR ROW SUPPORT SERVICES – APPRAISAL AND/OR SPECIALTY REPORTS

CONTRACT ID #:

Table 1 – TIA ROW and Consultant Contacts

TIA ROW Contact Information	Name:	E-Mail:
Consultant Contact Information:	Company Name:	Contact E-Mail:
	Point of Contact:	Contact Phone #:

Table 2 – P.I. #, County, and Project Description

P.I. #	County	Project Description

Table 3 - Quotation					
LEVEL	Categories	Description	Quantity	Unit Price	Extended Price
Level 1	Category 1.1	388-C Report only	Each	\$	\$
	Category 1.2	388-C Report with Specialty Reports	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	d.	Class 1 Trade Fixture - Small Commercial (per Business Owner or Tenant)	Each	\$	\$
	e.	Class 2 Trade Fixture - Large Commercial (per Business Owner or Tenant)	Each	\$	\$
	f.	Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
	g.	Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
	h.	Class 5 Trade Fixture - Agricultural (i.e. Chicken Houses, Horse Farm)	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	Category 1.3	388-C Minor Corridor	Each	\$	\$
	Category 1.4	388-C Major Corridor	Each	\$	\$
Level 2	Category 2.1	388-N Vacant Land	Each	\$	\$
	Category 2.2	388-N Vacant Land	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	r.	Class 9 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
	s.	Class 10 Cost to Cure - Zoning Analysis-After	Each	\$	\$
	v.	Class 11 Cost to Cure - Total Site Redevelopment	Each	\$	\$
	Category 2.3	388-N Residential Improved (w/o Proximity Damages)	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$

LEVEL	Categories	Description	Unit	Range – Low	Range - High
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	Category 2.4	388-N Residential Improved (w/Proximity Damages)	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	r.	Class 9 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
	s.	Class 10 Cost to Cure - Zoning Analysis-After	Each	\$	\$
Level 3	Category 3.1	388-N Non-Residential Improved	Each	\$	\$
	Category 3.2	388-N Non-Residential Improved	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	d.	Class 1 Trade Fixture - Small Commercial (per Business Owner or Tenant)	Each	\$	\$
	e.	Class 2 Trade Fixture - Large Commercial (per Business Owner or Tenant)	Each	\$	\$
	f.	Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
	g.	Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
	h.	Class 5 Trade Fixture - Agricultural (i.e. Chicken Houses, Horse Farm)	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$

LEVEL	Categories	Description	Unit	Range – Low	Range - High
		Class 8 Cost to Cure - Parking/Maneuverability p. (minor impact)	Each	\$	\$
	Category 3.3	388-N Non-Residential Improved	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	d.	Class 1 Trade Fixture - Small Commercial (per Business Owner or Tenant)	Each	\$	\$
	e.	Class 2 Trade Fixture - Large Commercial (per Business Owner or Tenant)	Each	\$	\$
	f.	Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
	g.	Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
	h.	Class 5 Trade Fixture - Agricultural (i.e. Chicken Houses, Horse Farm)	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
	n.	Class 6 Cost to Cure - Backflow Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
	o.	Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
	p.	Class 8 Cost to Cure - Parking/Maneuverability (minor impact)	Each	\$	\$
	q.	Class 9 Cost to Cure - Parking/Maneuverability (major impact)	Each	\$	\$
	r.	Class 10 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
	s.	Class 11 Cost to Cure - Zoning Analysis-After	Each	\$	\$
	t.	Class 12 Cost to Cure - UST's/Dispensers/Canopies (i.e. site structures)	Each	\$	\$
	u.	Class 13 Cost to Cure - Building Cut-offs	Each	\$	\$
	v.	Class 14 Cost to Cure - Total Site Redevelopment	Each	\$	\$
Level 4	Category 4.1	388-N Non-Residential Improved	Each	\$	\$
	Category 4.2	388-N Non-Residential Improved	Each	\$	\$
	a.	Class 1 Sign - Standard Sign	Each	\$	\$
	b.	Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
	c.	Class 3 Sign - Billboards	Each	\$	\$
	d.	Class 1 Trade Fixture - Small Commercial (per Business Owner or Tenant)	Each	\$	\$
	e.	Class 2 Trade Fixture - Large Commercial (per Business Owner or Tenant)	Each	\$	\$
	f.	Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
	g.	Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
	h.	Class 5 Trade Fixture - Agricultural (i.e. Chicken Houses, Horse Farm)	Each	\$	\$
	i.	Class 1 Cost to Cure - Fencing	Each	\$	\$
	j.	Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
	k.	Class 3 Cost to Cure - Subdivision Entry Features (Residential or Commercial)	Each	\$	\$
	l.	Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
	m.	Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$

LEVEL	Categories	Description	Unit	Range – Low	Range - High
		Class 6 Cost to Cure - Backflow n. Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
		o. Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
		Class 8 Cost to Cure - Parking/Maneuverability p. (minor impact)	Each	\$	\$
		r. Class 10 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
		s. Class 11 Cost to Cure - Zoning Analysis-After	Each	\$	\$
	Category 4.3	388-N Non-Residential Improved	Each	\$	\$
		a. Class 1 Sign - Standard Sign	Each	\$	\$
		b. Class 2 Sign -Monument/Electronic Display/Tower Sign	Each	\$	\$
		c. Class 3 Sign - Billboards	Each	\$	\$
		Class 1 Trade Fixture - Small Commercial (per d. Business Owner or Tenant)	Each	\$	\$
		Class 2 Trade Fixture - Large Commercial (per e. Business Owner or Tenant)	Each	\$	\$
		f. Class 3 Trade Fixture - Small Industrial/Manufacturing	Each	\$	\$
		g. Class 4 Trade Fixture - Large Industrial/Manufacturing	Each	\$	\$
		Class 5 Trade Fixture - Agricultural (i.e. Chicken h. Houses, Horse Farm)	Each	\$	\$
		i. Class 1 Cost to Cure - Fencing	Each	\$	\$
		j. Class 2 Cost to Cure - Landscaping & Irrigation	Each	\$	\$
		Class 3 Cost to Cure - Subdivision Entry k. Features (Residential or Commercial)	Each	\$	\$
		l. Class 4 Analysis - Septic/Well Vaults/Private Utilities	Each	\$	\$
		m. Class 5 Cost to Cure - Septic/Well Vaults/Private Utilities	Each	\$	\$
		Class 6 Cost to Cure - Backflow n. Preventer/Pressure Reducer/Water vault/etc.	Each	\$	\$
		o. Class 7 Cost to Cure - Detention/Farm Ponds/Irrigation	Each	\$	\$
		Class 8 Cost to Cure - Parking/Maneuverability p. (minor impact)	Each	\$	\$
		Class 9 Cost to Cure - Parking/Maneuverability q. (major impact)	Each	\$	\$
		r. Class 10 Cost to Cure - Zoning Analysis-Before	Each	\$	\$
		s. Class 11 Cost to Cure - Zoning Analysis-After	Each	\$	\$
		Class 12 Cost to Cure - UST's/Dispensers/Canopies t. (i.e. site structures)	Each	\$	\$
		u. Class 13 Cost to Cure - Building Cut-offs	Each	\$	\$
		v. Class 14 Cost to Cure - Total Site Redevelopment	Each	\$	\$
Updates					
	Category 5.1	Update less than 3 months (25% of Initial Cost)	Each	\$	\$
	Category 5.2	Update 4 months to 8 months (50% of Initial Cost)	Each	\$	\$
	Category 5.3	Update 9 months to 12 months (75% of Initial Cost)	Each	\$	\$

TOTAL QUOTATION PRICE

\$

Note: The unit prices offered on the quotation must fall between the range of unit pricing within each Consultant's RFP Response and resulting Agreement. Prices which fall outside (above or below) the range of unit prices within the Consultant's resulting Agreement will be disqualified.

Table 4 – Signature	
Consultant’s Legal Name	
Consultant’s Signature (Principal of Company)	
Typed or Printed Name Above	
Typed or Printed Title Above	
Date Signed	

ATTACHMENT C
SAMPLE CONTRACT



**STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
AGENCY CONTRACT**

Contract Title: ROW SUPPORT SERVICES

Contract Number:

O.C.G.A. Title #: 32

Contract Type: Open Services

SECTION I: CONTRACT INFORMATION

ARTICLE #101 - CONTRACT BETWEEN

This Agency Contract (hereinafter referred to as "Contract") is made and entered into on _____, or as of **[ENTER EFFECTIVE DATE]**, whichever is later (hereinafter referred to as "Effective Date") by and between the **Georgia Department of Transportation**, an agency of the State of Georgia, (hereinafter referred to as the "Department" or "GDOT") located at One Georgia Center, 600 West Peachtree Street, Northwest, Atlanta, Georgia 30308.

AND

**CONTRACTOR'S LEGAL NAME
STREET ADDRESS
CITY, STATE ZIP**

an entity that is authorized to do business in the State of Georgia (hereinafter referred to as the "Contractor"). The Department and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the Department is in need of ROW Support Services; and,

WHEREAS, the Department has caused a Request for Proposals ("RFP"), RFP No. 484-073126, (hereinafter referred to as the "Solicitation"), which is expressly incorporated into this Contract by reference as if completely restated herein, to be issued to obtain the services of a qualified contractor for the Services set forth herein; and

WHEREAS, the Department received from Contractor a Proposal in response to the Solicitation, the components for which are attached hereto as **Attachment 4**; and

WHEREAS, the Contractor represents that it has the requisite skills, qualifications, expertise, and experience necessary to perform ROW Support Services and the Department has relied on such representation.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE #102 – CONTRACT TERM

A. **Initial Contract Term.** This Contract is effective as of the Effective Date and shall terminate Five **(5) Year(s)** therefrom ("Initial Term"), unless renewed pursuant to *ARTICLE #102.B, Contract Renewal*, or terminated earlier under *ARTICLE #402 – TERMINATION PROVISIONS* of this Contract. This Contract shall not be deemed to create a debt of the State of Georgia (hereinafter may also be referred to as "State") for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

B. **RESERVED**

- C. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services described herein, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the Department a continuous supply of the identified Services.

ARTICLE #103 - CONTACT INFORMATION; NOTICE REQUIREMENTS:

- A. Notices issued pursuant to this Contract shall be in writing and issued in accordance with this *ARTICLE*. A notice shall be considered received as specified in *ARTICLE #103.B*:

1. The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this Contract, except as otherwise indicated, are:

Department's Project Manager

Department of Transportation
Office of TIA
Attn:
600 W. Peachtree Street
Atlanta, Georgia 30308
Phone:
E-mail:

Department's Procurement Representative

Department of Transportation
Office of TIA
Attn: Procurement
600 W. Peachtree Street
Atlanta, Georgia 30308
Phone:
E-mail:

2. The Contractor's contact information for correspondence:

Contractor's Contract Administrator

Company Name:
Attn:
Address:
City State Zip:
E-mail:
Phone:

Contractor's Remit-To Address

Company's Legal Name:
Company's FEIN #:
Address:
City State Zip:
E-mail:
Phone:

- B. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be in writing and delivered by personal delivery; first class certified or registered mail, return receipt requested; U.S. Express mail; courier or an express overnight service (such as Federal Express); or, email, addressed to the designated representative for the party at the address identified in *ARTICLE #103.A*, followed by receipt confirmed by return email.
- C. Each such notice shall be deemed to have been provided:
1. At the time it is actually received for personal delivery; or,
 2. Within one (1) day in the case of express overnight, courier, or services such as Federal Express or U.S. Express mail with guaranteed next day delivery; or,
 3. Within five (5) days after it is deposited in the U.S. Mail in the case of certified, registered, or first-class U.S. Mail.
 4. As of the date of the email notification during regular business hours to the appropriate GDOT identified in *ARTICLE # 103.A*.
- D. The contact information listed below for the Department's and the Contractor's authorized representatives may be changed during the term of this Contract by written notification to the other Party. It shall be the responsibility of Contractor to inform the Department's Procurement Representative of any change in address in writing no later than five (5) Business Days after the change.

SECTION II: SPECIFICATIONS

ARTICLE #201 – DESCRIPTION OF SERVICES

- A. The Contractor shall provide all the Services in compliance with the requirements detailed **EXHIBIT A: Department's Scope of Work** and as may be additionally described in **Attachment 4: Contractor's Response**, at the prices set forth in **EXHIBIT B: Contractor's Cost Worksheet**.
- B. **RESERVED**
- C. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. Destination. All items shall be at the Contractor's risk until they have been delivered to a specific location as agreed upon by the Parties or as set out in **EXHIBIT A** and accepted by the Department. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the Department, regardless of when the hidden damage is discovered.
- D. **RESERVED**
- E. **Non-Exclusive Rights.** This Contract is not exclusive. The Department reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract.

ARTICLE # 202 – COMMENCEMENT OF WORK; ISSUANCE OF PURCHASE ORDERS/NOTICE TO PROCEED

- A. The Department will issue a Purchase Order(s) ("PO") that will serve as Contractor's Notice to Proceed(s) ("NTP") (hereinafter referred to as "PO/NTP") as the Department requires for the initial contract term and any subsequent renewal periods. **The terms of this Contract shall be incorporated by reference into any and all PO/NTPs issued prior to the expiration or termination of this Contract.** The PO/NTP will be issued by electronic mail to the Contractor's representative identified in *ARTICLE #103 – CONTACT INFORMATION; NOTICE REQUIREMENTS*. A PO/NTP is considered "issued" on the date the e-mail containing the PO/NTP is sent by the Department to the Contractor.
- B. The Contractor shall not ship nor deliver any materials, equipment, devices, or components thereof, nor otherwise commence work in furtherance of this Contract, until authorized in writing by the Department through issuance of a PO/NTP, which shall provide a commencement date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed prior to the issuance of the PO/NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the Department. The Department will not be liable for payment for any work or product with the issuance of a verbal communication.
- C. The Parties agree that the Department will not pay or otherwise compensate the Contractor for any materials, equipment, devices, or components thereof, nor any work commenced, prior to issuance of the PO/NTP or beyond the term of this Contract, unless specifically authorized in writing as evidenced by a time extension (see *ARTICLE #102.C – Contract Extension*).

ARTICLE # 203 – PERFORMANCE OF OTHER SERVICES/

- A. Contractor shall not perform any other services or furnish deliverables that are outside of the scope of services or specifications described in *ARTICLE #201* and/or otherwise described in **EXHIBIT A: Department's Scope of Work** and/or otherwise listed in **EXHIBIT B: Contractor's Cost Worksheet**, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #401 – CONTRACT AMENDMENT; CONTRACT MODIFICATION*).
- B. Contractor is strictly prohibited from offering, marketing, presenting, promoting, representing, or selling to the Department any services, materials, equipment, devices, or components thereof, that are outside the scope of this

Contract. Violation of this prohibition will result in termination of the Contract pursuant to *ARTICLE #402 – TERMINATION PROVISIONS*, and may result in disciplinary action taken, including suspension of Contractor's registration with Team Georgia Marketplace™ pursuant to Article 1.3.7.4. of the Georgia Procurement Manual, *Improper Sales Attempts*.]

ARTICLE #204 –DEPARTMENT AND CONTRACTOR RIGHTS AND OBLIGATIONS:

- A. The Department has the right at any time to require Contractor to put an immediate stop to any procedure or the use of any equipment (chemical, material, etc., if applicable) considered by the Department to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will be responsible for providing substitutes, acceptable to the Department, as quickly as possible. The Department shall not be responsible for any losses that Contractor may incur related to the stoppage of work for this reason, nor the cost associated with Contractor's remediation thereof as may be required by applicable law and/or governmental regulatory body.
- B. The Department has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the Department's sole opinion, the employee is not suitable. The Department's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the Department's prior approval.
- C. Contractor hereby expressly agrees to be responsible for the proper custody, care, and control of and assume all risk of loss or damage to any Department equipment or other State-owned property furnished for the Contractor's use in the performance of this Contract. Contractor further agrees that Department equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Contractor agrees that it will reimburse the Department for its loss or damage, normal wear and tear excepted, when such property is in the Contractor's custody or use.
- D. **Subcontractors.**
 - 1. Contractor agrees to obtain prior written approval from the Department for the use of subcontractors to provide the Services described in *ARTICLE #201 - DESCRIPTION OF SERVICES* prior to subcontractor's performance of work. The Contractor will ensure that the subcontractor both understands and abides by all applicable provisions of the Contract and is able and qualified to perform the activities to be delegated regarding any work to be performed under this Contract. Upon approval from the Department to use a subcontractor, the Contractor specifically agrees to be fully responsible for the performance of any subcontractor or other designee, for any and all provisions of this Contract. Contractor further agrees to obtain a sworn Georgia Security and Immigration Compliance Act Affidavit from all approved subcontractors performing work under this Contract in accordance with *ARTICLE #503- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT*. No subcontract, into which Contractor enters with respect to performance of obligations or work assigned under the Contract, shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract and for the acts and omissions of all of its subcontractors and their employees and/or agents. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to its subcontractors. Any contract with a subcontractor must also preserve the rights of the Department in full. The Department shall have the right to reject or request the removal of any subcontractor(s) from the Contract that, in the Department's judgment, lacks the skill, experience, or record of satisfactory performance to perform the work specified herein.
 - 2. **Prompt Payment of Subcontractors.** Contractor shall pay the subcontractor(s) for satisfactory performance of work under the Contract, no later than 10 calendar days from receipt of each payment made to the Contractor, in accordance with the "Georgia Prompt Pay Act", Sections 13-11-1 through 13-11-11 of the Official Code of Georgia Annotated ("O.C.G.A."). If the Contractor is found to be in noncompliance with this provision, it shall constitute a breach of the Contract, and further payments for any work performed may be withheld until corrective action is

taken. Failure to take corrective action may result in termination of the Contract in accordance with *ARTICLE #402 - TERMINATION PROVISIONS*.

3. No subcontract that Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract and for the acts and omissions of all alternative Contractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any Contract with a subcontractor must also preserve the rights of the Department.

E. Indemnification.

1. **General Contractor's Indemnification** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, defend, protect and save harmless, the Department, the State of Georgia (including the State Tort Claims Trust Fund and other self-insured funds) and all of its State entities, and all respective officers, employees, directors and agents thereof (collectively, the "Indemnitees") and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorney's fees, caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission (whether intentional or negligent) on the part of the Contractor, its agents, employees or re working at the direction of the Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the Contractor. This indemnification applies whether: (a) the activities involve third parties or employees or agents of the Contractor or of the Department; (b) the State is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the State of Georgia and its officers or employees. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Trust Fund (the "Funds"), the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance Hazard Reserve, and other self-insured funds (collectively, the "Funds") established and maintained by the Risk Management Division of the State of Georgia Department of Administrative Services (DOAS) or any successor State entity, the Contractor agrees to reimburse the Funds for such monies paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, its officers, employees and agents, the Funds and insurers participating thereunder, to the full extent of this indemnification.
2. **Intellectual Property Indemnification.** In the event that use of all or any portion of the Services and related products and equipment furnished under this Contract is/are held to constitute an infringement of a third party's copyrights, patent, or other intellectual property rights and its use enjoined, Contractor shall, at Contractor's sole expense, promptly either (a) procure for the Department the right to continue using the infringing item including all related licenses and services; (b) replace or modify the infringing item with a non-infringing item, or (c) modify the infringing item so that it becomes non-infringing provided it meets the requirements and specifications of this Contract. Nothing in this *ARTICLE #204.E.2* shall be deemed to limit or condition the Department's rights otherwise set forth in this Contract, including termination in accordance with *ARTICLE #402 – TERMINATION PROVISIONS*.

The Contractor shall indemnify, defend, and hold harmless the Indemnitees from and against all suits, claims, or loss for infringement of any intellectual property rights resulting from the use of the Services by the Department or any of its employees or agents. This indemnity shall not apply to any infringement or alleged infringement resulting from (i) use of the Services in a manner for which the same was neither designed nor contemplated; or (ii) modification or altering of any part or component of the Services, except as approved by Contractor.

3. The Contractor's indemnification obligations under this *ARTICLE #204* extend to the successors and assigns of the Contractor, and survive the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

ARTICLE #205 – RESERVED

ARTICLE #206 – INSURANCE REQUIREMENTS:

A. Insurance Certificates.

1. The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the Department with an insurance certificate providing evidence of proof of coverage at least in the amounts indicated below. The insurance certificate must list the Department as the certificate holder and as an additional insured for the commercial general liability, commercial business automobile liability and umbrella liability policies as follows: "State of Georgia, The Georgia Department of Transportation, its officers, employees and agents, 600 W Peachtree St NW, Atlanta, Georgia 30308". The policy must protect the Contractor and the Department (as an additional insured) from any claims for bodily injury, property damage, or personal injury throughout the duration of the Contract with such policy supporting, but not intended to limit, the Contractor's indemnification obligations under *ARTICLE #204.E - INDEMNIFICATION*.
2. The insurance certificate must provide the following information: (i) name, address, signature, and telephone number of authorized agents; (ii) name and address of insured, (iii) name of insurance company; (iii) a description of each policy in standard terminology; (iv) policy number, policy period and limits of liability; (v) name and address of the Department as certificate holder; (vi) identification number of the Contract assigned by the Department; and (vii) document that the liability coverage purchased by Contractor includes contractual liability coverage.

B. Insurer Qualifications. Each of the insurance coverages required below shall be issued by a company licensed by the Office of Insurance and Safety Fire to conduct the business of insurance in Georgia and, (ii) unless waived or modified in writing by the Department, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.

C. Required Insurance Coverages and Minimum Limits. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

1. **Workers' Compensation Insurance** (Occurrence) as required by the laws of the State of Georgia and in the amounts of the statutory limits established by the General Assembly of the State of Georgia. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers compensation claims. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that Contractor qualifies to pay its own workers' compensation claims. In addition, the Contractor must require all subcontractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation coverage with the following minimum coverage:

a) Bodily injury by accident - per employee	\$ 100,000
b) Bodily injury by disease - per employee	\$ 100,000
c) Bodily injury by disease – policy limit	\$ 500,000

2. **Commercial General Liability Insurance** with the following minimum coverage:

a) Each Occurrence Limit	\$1,000,000
b) Personal & Advertising Injury Limit	\$1,000,000
c) General Aggregate Limit	\$3,000,000
d) Products/Completed Ops. Aggregate Limit	\$2,000,000

3. **Commercial Business Automobile Liability Insurance** of at least the minimum coverage of \$1,000,000 Combined Single Limit for each occurrence to cover vehicles that are owned, leased, or rented by Contractor.
4. **RESERVED**
5. **Excess/Umbrella Liability Insurance** of at least the minimum coverage of \$2,000,000 is required and is acceptable for Contractor to satisfy the minimum limits set forth in subsections C.2 and C.3 of this ARTICLE #206.
6. **Professional Liability Insurance** in limits no less than shall not be less than the following:
 - a. For Professionals - \$1,000,000 per claim and \$1,000,000 in the aggregate; and
 - b. For sub-contractors - \$1,000,000 per claim and \$1,000,000 in the aggregate.

Professional errors and omissions/liability policy shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for professional services performed under this Contract by or on behalf of Contractor]. If project-specific coverage is used, these requirements shall continue to be in effect for two (2) years after all professional services are complete.]

- D. It shall be the responsibility of the Contractor to require all of its subcontractors to maintain Commercial General Liability insurance and Commercial Business Automobile Liability insurance with companies and limits as stated in this ARTICLE #206, and to provide a certificate evidencing that such insurance is in effect upon request.
- E. The Contractor understands and agrees that the foregoing policies shall provide at least thirty (30) days prior written notice of cancellation or non-renewal- or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the Department, or until such time as other valid and effective insurance coverage acceptable in every respect to the Department and providing protection equal to protection called for in the policies referenced in this ARTICLE #206 shall have been received, accepted, and acknowledged by the Department.
- F. **No Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE #207 - WARRANTIES:

A. **Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and Attachment 4: **Contractor's Response**, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the Department shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

B. Warranty – Nonconforming Services

1. Any and all goods/commodity(ies) delivered to the Department or used by Contractor in the performance of Services shall be free from any defects in design, material, or workmanship.
2. If the goods/commodity(ies) are found to be defective in material or workmanship, do not conform to Contractor's warranty, or are otherwise determined by the Department to be unacceptable or unsatisfactory, the Department's Issuing Officer identified in ARTICLE #103 shall issue a written notice to Contractor. The Department shall have the option of returning, repairing, or replacing the defective Services at Contractor's expense. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. In no instance shall Contractor be permitted to replace

defective parts or components with refurbished, remanufactured, or surplus items without prior written authorization of the Department.

3. Acceptance by the Department shall not relieve the Contractor of its warranty or any other obligation under the Contract. Notwithstanding the foregoing, the Department reserves the right to terminate the Contract (*ARTICLE #402 – TERMINATION PROVISIONS*).]

- B. **Originality and Title to Concepts, Materials, and Services and Goods Produced.** Contractor represents and warrants that all the concepts, materials, commodity(ies) and services furnished as part of the provision or performance of the Services produced or provided to the Department pursuant to the terms of the Contract shall be wholly original with the Contractor (except for material in the public domain), or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, commodity(ies) and services furnished as part of the provision or performance of the Services] and the Department's use of same and the exercise by the Department of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress, patent, dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by the Contract.]
- D. **Title to Property.** The Contractor represents and warrants that title to any property utilized, assigned, conveyed, licensed, or otherwise provided pursuant to the Contract is good and that transfer of title or license to the Department is rightful, and that all property shall be delivered free of all encumbrances and liens of any kind. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the Department.
- E. **Conformity with Contractual Requirements.** The Contractor represents and warrants that any Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
- F. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the Department will not have any obligations with respect thereto.
- G. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the services provided, and work performed shall at a minimum conform to the standards of performance considered generally acceptable in the relevant industry for similar work and projects. This shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
- H. **Use of Department Vehicles.** Contractor warrants that no Department vehicles will be used in the performance of this Contract. Contractor shall be responsible for providing all transportation necessary to deliver the services or any portions of the work thereof under the Contract.

ARTICLE #208 - STAFFING:

- A. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform work under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the Department. All persons assigned to perform work under this Contract shall have the requisite skill, experience, and qualifications to perform such work. Personnel assigned by Contractor shall have all applicable professional licenses required to perform the work. If the Department believes performance or conduct of any person employed or retained by Contractor to perform any portions of the work hereunder is unsatisfactory or is not in compliance with the Contract, the Department has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently. The Department's decision on this matter shall be final, and Contractor will immediately replace this employee with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the Department's prior approval.
- B. **Criminal Background Investigation.** At Contractor's cost and not reimbursable by the Department, Contractor shall, upon request, provide the Department with evidence of completion of a criminal background investigation of any and all Contractor or subcontractor personnel utilized to perform any aspect of the performance of Services pursuant to this Contract. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the Department.

ARTICLE # 209 - CONTRACT PERFORMANCE:

- A. **Delay or Impossibility of Performance.** Except for contracts specific to an emergency response or the provision of services that facilitate the Department's and or Contractor's response to emergency events, neither Party shall be responsible for or deemed to be in default under the Contract for any failure or delay in performance to the extent such failure or delay is caused by or results from acts beyond the control of such Party, including but not limited to an act of God, war, civil disturbance, civil or military authority, war, court order, acts of public enemy, or other disasters, collectively referred to as "Force Majeure Events". In each such case, the failure or delay must be beyond the control and without the fault or negligence of the Contractor. If the Services to be provided to the Department are interrupted by a Force Majeure Event, the Department will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's conduct, negligence, or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
- B. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until expired, cancelled, or terminated pursuant to the Contract. Expiration, cancellation or termination of the Contract for any reason will not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration, cancellation, or termination, or by its nature would be intended to survive, including without limitation the provisions regarding warranty, indemnification, rights to intellectual property, confidentiality, records retention, title to property, and rights and remedies upon termination.
- C. **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

SECTION III: DEPARTMENT PAYMENT TO CONTRACTOR

ARTICLE #301 – COMPENSATION AND PRICING

- A. The Department agrees to compensate Contractor for the Services satisfactorily performed pursuant to this

Contract, as determined by the Department upon completion and acceptance of milestones for services performed in the prior month and in accordance with the prices set forth in **EXHIBIT B: Contractor's Cost Worksheet**.

- B. This is an open agency Contract, therefore all quantities listed are estimates and there are no guaranteed minimum or maximum amount of items to be purchased and services to be provided, nor total dollar amount commitment by the Department.

ARTICLE # 302 - RESERVED

ARTICLE # 303 – INVOICING AND PAYMENT TO CONTRACTOR:

A. Invoicing

1. Contractor shall invoice the Department only after the Services provided have been inspected and accepted by the Department. Receipt of the Services does not constitute acceptance. Invoices are to be dated no earlier than the date of acceptance. Unless otherwise defined in **EXHIBIT A: Department Scope of Work**, the acceptance period shall be ten (10) business days following delivery of the work or deliverable to the Department.
2. Invoice amounts shall not exceed the Contractor's pricing set forth in **EXHIBIT B: Contractor's Cost Worksheet**, unless a Contract amendment reflecting a change in pricing has been fully executed prior to the date the invoice is issued.
3. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated Purchase Order number. Each properly prepared invoice must be sent in accordance with the instructions listed on the Purchase Order. Standard payment terms are net 30 days (N30) **from the date the invoice is accepted**.

- B. **Payment.** Payment will be made to Contractor after acceptance of Contractor's completed Services and receipt of an undisputed invoice by the Department in accordance with the amounts set out in **EXHIBIT B: Contractor's Cost Worksheet** and the terms and conditions set forth in the Contract. Contractor shall not be entitled to receive any other compensation from the Department under the Contract. Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

C. Delay of Payment for Nonconforming Services and Contractor's Failure.

1. The Department reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments if (i) the Department determines that the quality of the Services provided **are** deficient, unacceptable, or unsatisfactory; or, (ii) the Department determines that the Contractor has failed to perform the Services or any portion thereof, as required by the Contract.
2. To the extent that the nonconforming work or Contractor's failure to perform or deliver in a timely manner causes the Department to incur costs, the Department may deduct the amount of such incurred costs from any amounts due and payable to Contractor.
3. The Department's rights hereunder in this *ARTICLE #303.D* shall not in any way affect the Department's authority to terminate the Contract in accordance with *ARTICLE #402*.

- E. **Taxes.** The Department is exempt from federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The Department is exempt from State and local sales and use taxes on the Services. Tax exemption certificates will be furnished upon request. The Contractor or an authorized subcontractor must provide the Department with a sworn verification regarding the filing of unemployment taxes for persons assigned by Contractor to perform work required in this Contract, for which verification is incorporated herein by reference.

- F. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the Department and/or the State of Georgia any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the Department and/or the State of Georgia may set off the sum owed by the Contractor against any sum owed to the Contractor, in the Department's sole discretion.

G. Factoring or Assignment of Payments

1. Contractor shall provide the Department with a written notice to the Issuing Officer, in accordance with the requirements set forth in *ARTICLE #103 - CONTACT INFORMATION; NOTICE REQUIREMENTS* of this Contract, of any assignment, factoring, or other transfer of its right to receive payments arising under this Contract at least thirty (30) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall include the date, name and address of assignee/transferee, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by the Department.
2. Contractor shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time, and no multiple assignments, factoring or transfers by Contractor shall be permitted.
3. In addition to Contractor's indemnification obligations set forth in *ARTICLE #204*, Contractor shall indemnify and hold harmless the Department and all other Indemnitees from any and all lawsuits, claims, actions, damages, (including reasonable attorney's fees, obligations, liabilities and liens) arising or imposed in connection with the assignment or transfer of any account or right arising thereunder where Contractor has not complied with the notification assignment requirements of this section. Contractor also releases and waives any right, claim or action against the Department for amounts due and owing under this Contract where Contractor has not complied with the notice requirements of the section.

H. Late Fees. The Department shall not be liable for late fees, collection fees, attorney's fees, interest, or other fees incurred by Contractor as a result of non-payment or a delay in payment by the Department.

I. Final Payment. Contractor shall issue an invoice for final payment to the Department no later than sixty (60) days following the expiration or termination date of the Contract. If Contractor fails to submit the final invoice for payment, all right to final payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Contractor agrees that acceptance of any final payment due upon expiration or termination of the Contract shall be in full and final settlement of all claims or demands regarding further compensation for performance under this Contract, and shall release the Department from any and all further claims of whatever nature, whether known or unknown, for and on account of said Contract, and for any and all work done, and labor and materials furnished, in connection with the same.

SECTION IV: GENERAL CONTRACT PROVISIONS

ARTICLE #401 - CONTRACT AMENDMENT; CONTRACT MODIFICATION,:

- A. Contract Amendment.** The Contract may be amended in writing from time to time by mutual consent of the Parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the Department and the Contractor.
- B.** If the Contractor desires an amendment or modification to any provision, condition, or obligation contained in this Contract, the Contractor shall deliver a timely and written request to the Department's Project Manager designated in *ARTICLE #103* to include a detailed explanation of the proposed change, justification and potential cost implications associated with the proposed change.
- C. Contract Modification.** If during the period of this Contract the Department is impacted with new requirements due to changes in state or federal laws or regulations or organizational changes, the Department reserves the right to renegotiate with the Contractor if such changes affect the provision of Services under the Contract. The circumstances and specific contract changes will be stated in writing by the Department's Issuing Officer to the Contractor's Contract Administrator designated in *ARTICLE #103*. In the event such changes result in a withdrawal of the Department's authorization to operate, or there is a material alteration in the programs administered by the Department, or any other substantial modification in the Department's duties, the Department shall have the right to terminate this Contract

pursuant to *ARTICLE #402 – TERMINATION PROVISIONS*.

D. RESERVED

- E. No amendment or modification of this Contract will be binding on the Parties unless made in writing and properly executed by both Parties.
- F. Any agreement of the Parties to amend, modify, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

ARTICLE # 402 - TERMINATION PROVISIONS:

- A. **Termination for Convenience.** Following thirty (30) days' prior written notice, the Department may, in its sole discretion, terminate the Contract for any reason without the payment of any penalty or incurring any further obligation to the Contractor. The Department will compensate Contractor for partially completed services based on submission by Contractor of a closeout report signed by Contractor's authorized representative, which shall itemize and state in detail those portions of the services that have been completed and what remains to be done. The closeout report shall be submitted with the final invoice(s) submitted by Contractor in accordance with *ARTICLE #402.D. (Payment Limitation in the Event of Termination)*. All services performed and deliverables completed shall remain the property of the Department. The Department shall not be responsible to Contractor for, and Contractor hereby waives any right to, any other costs, fees, and expenses of any nature whatsoever, including but not limited to, administrative fees, legal fees, costs to set up or shut down operations, salary, overhead, or any other cost or expense, whether direct or indirect, whether foreseen or unforeseen.
- B. **Termination for Cause.**
1. Upon occurrence of a Default Event, as defined herein, the Department may, in its sole discretion, terminate this Contract for cause. Termination shall take effect on the date set forth in the notice ("Notice of Default") issued by the Department to Contractor provided, however, that Contractor shall have an opportunity to cure the Default Event. If the Default Event is not remedied within the cure period specified in the Notice of Default, the Department may elect to take any or all of the following actions:
 - (a) immediately terminate the Contract without additional written notice;
 - (b) withhold payment then due and/or thereafter due to Contractor in accordance with *ARTICLE #303.D (Delay of Payment for Nonconforming Work and Contractor's Failure)*;
 - (c) procure substitute services from another source and recover from Contractor all additional costs and expenses paid or incurred by the Department as a result of the Default Event, plus all additional costs paid or incurred by the Department to procure the replacement services; and/or
 2. **Default Event.** The occurrence of any one or more of the following events shall constitute cause for the Department to issue a Notice of Default:
 - (a) Contractor fails to timely deliver or progress the Services.
 - (b) Contractor delivers nonconforming or defective Services as described in *ARTICLE #303.D*, or fails to perform, to the Department's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - (c) Contractor stops, disrupts, or otherwise delays services due to non-payment by the Department, if such withholding of payment is allowed under *ARTICLE #303.D*.
 - (d) Contractor fails to timely deliver or progress the Services, except to the extent of an allowed delay (see *ARTICLE #209.A, Delay or Impossibility of Performance*).
 - (e) Contractor fails to pay subcontractor(s), in accordance with *ARTICLE #204 - CONTRACTOR AND DEPARTMENT RIGHTS AND OBLIGATIONS* for work performed under this Contract.
 - (f) Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the

extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Department reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

- (g) Contractor fails to complete the Services in accordance with the terms, conditions, and specifications set forth in this Contract.
- (h) Contractor's license, permit, or registration necessary for performance of Contractor's obligations under this Contract is suspended or revoked.
- (i) Contractor fails to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract.
- (j) Contractor engages in conduct that has or may expose the Department or the State to liability, as determined in the Department's sole discretion; or
- (k) Contractor infringes on any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property rights of the Department, the State, or third-party.

C. Immediate Termination. This Contract will terminate immediately and absolutely under the following circumstances:

- (a) The Department determines that adequate funds are de-appropriated such that the Department cannot fulfill its obligations under the Contract, such determination being at the Department's sole discretion and conclusive.
- (b) In the event the Contractor is required to be certified or licensed as a condition precedent to performing the Services, the revocation or loss of such license or certification, as of the date on which the license or certification is no longer in effect.
- (c) The Department determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
- (d) The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- (e) Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in *ARTICLE #205 - PERFORMANCE AND PAYMENT BOND REQUIREMENTS*.
- (f) Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Department reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- (g) Contractor has engaged in conduct that has or may expose the Department or the State to liability, as determined in the Department's sole discretion.

D. Payment Limitation in the Event of Termination. In the event of termination of the Contract for any reason by the Department set forth in this *ARTICLE #402*, the Department shall pay only those amounts, if any, due and owing to the Contractor for the Services actually received and accepted by the Department up to and including the date of termination of the Contract and for which the Department is obligated to pay pursuant to the Contract. Payment will be made only upon submission of invoices and supplementary documentation, including a project closeout report, of the Contractor's claim no later than sixty (60) days from the effective date of the termination, failure to do so will forfeit Contractor's rights to payment(s) and the Department will not honor any requests submitted after this time period. . This provision in no way limits the remedies available to the Department under the Contract in the event of termination. The Department shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract. Further, Contractor acknowledges that this is Contractor's sole and exclusive remedy against the Department, and Contractor hereby waives all other rights and remedies it may have against the Department, whether at law or in equity.

E. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the Department, Contractor shall:

1. Cease work under the Contract immediately and stop placing subcontracts thereunder, and undertake all other necessary and appropriate steps to limit disbursements and minimize costs to the Department;
2. Terminate all subcontracts related to Contractor's performance under the Contract and settle all outstanding liabilities arising out of termination of the subcontracts;
3. Submit a closeout report to the Department with the final invoice(s) submitted by Contractor. The closeout report shall itemize and state in detail the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom all closeout activities Contractor has undertaken or will undertake along with a timeline for completion of those activities, and any other matters the Department may require;
4. Immediately cease using and return to the Department, any personal property or materials, whether tangible or intangible, intellectual property and any other items provided by the Department to the Contractor;
5. Comply with the Department's instructions for the timely transfer of any active files, and work product produced by or on behalf of the Contractor for the Department pursuant to the Contract;
6. Transfer all GDOT Data (as defined in *ARTICLE #409*) to the Department within thirty (30) days of the termination date in a compatible format at no additional cost to the Department.
7. Comply with all Department requirements pertaining to the return and destruction of GDOT Data and any other data that is provided by or on behalf of the Department and is stored and maintained by Contractor in the course of Contractor's performance under this Contract within the timeframe so prescribed by the Department consistent with the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization, as amended from time to time.
8. Cooperate in good faith with the Department, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
9. Accomplish any other activities as specified in the Department's notice of termination.

ARTICLE # 403 – COOPERATION, TRANSITION OF SERVICES, END OF CONTRACT RESPONSIBILITIES:

- A. **Contractor's Duty to Cooperate.** In the event that the Department enters into any agreement at any time with any other contractor(s) for work related to the services set forth herein, Contractor agrees to cooperate fully with such other contractor(s) and to refrain from any activity that would interfere with performance of such work by those other contractor(s).
- B. Contractor agrees that upon expiration or earlier termination of this Contract, Contractor shall accomplish an orderly, efficient, and complete transition of the work to the Department, or an alternative contractor designated by the Department, without any interruption of, or adverse impact on, the work or any component thereof, or any other work provided by third parties. Contractor shall fully cooperate with the Department and promptly take all steps required to assist in effecting a complete transition as set forth in this *ARTICLE #403.B* and **EXHIBIT A: Department's Scope of Work** of this Contract, and as otherwise instructed by the Department.. All such activities related to such transition shall be performed at no additional cost. Contractor shall transfer licenses or assign agreements for any software or third-party services used in the operation of the Services to the Department or to an alternative Contractor. Further, in the event that the Department has entered into or enters into contracts with other Contractors related to the Services, including any and all materials, equipment, devices, or components thereof supplied under the Contract, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

ARTICLE # 404 – CONFIDENTIAL INFORMATION:

- A. **Confidentiality.** For the Department, confidential information shall be defined as information the subject of which is exempt from disclosure under Georgia's Open Records Act, O.C.G.A. § 50-18-70, *et. seq.* Confidential information shall not include information that can be demonstrated was: (i) at the time of disclosure to the Department in the public domain; (ii) after disclosure to the Department published or otherwise made a part of the public domain through no fault of the Department (iii) in the possession of the Department at the time of disclosure to it, if the Department was not then under an obligation of confidentiality with respect thereto; (iv) received from a third party who had a lawful

right to disclose such information to the Department; or (v) independently developed by the Department without reference to the Contract and Contractor's confidential information.

- B. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to Sensitive State Data, Personal Data, or Personally Identifiable Information, or other data or information maintained by the Department to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the Department. If it is reasonably likely the Contractor will have access to the Department's confidential information, then:
1. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.
 2. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract: and
 3. The Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract.
- C. The confidential data shall remain the property of the Department at all times (see ARTICLE #409 – *OWNERSHIP OF DOCUMENTS AND DATA; DATA SECURITY REQUIREMENTS*). The Contractor may have access to private or confidential Department data, and, in such instance, Contractor may be required by the Department to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- D. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Department, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Department. The Contractor must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the Department.
- E. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.
- F. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.
- G. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

ARTICLE #405 - JOINT AND SEVERAL LIABILITY:

If the Contractor is comprised of more than one individual, partnership, corporation, or other business organization (e.g., joint venture, partnership, etc.), then all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

ARTICLE #406 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

- A. The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the Department; provided, however, that upon Contractor taking any action to change its corporate structure, including the sale or transfer of assets, voluntary or involuntary bankruptcy

proceedings, company mergers, the transfer of a controlling interest, and any other change I Contractor's corporate structure, as the case may be, Contractor shall (i) immediately provide written notice to the Department of the change and (ii) comply with the Department's novation or name change process, as applicable (and Contractor acknowledges that the Department shall not pay any applicable fees hereunder to any assignee prior to the completion of such novation process). For avoidance of doubt, the Department reserves the right to terminate this Contract should it determine, in its sole discretion, that it is in its best interest as a result of Contractor's organizational change.

- B. This *ARTICLE #406* shall not be construed to supersede or obviate the requirements set out in *ARTICLE #303.G – FACTORING OR ASSIGNMENT OF PAYMENTS* for the assignment of accounts receivables by Contractor to a factoring company.

ARTICLE #407 - DEPARTMENT AUTHORITY ON ASSIGNABILITY:

The Contractor understands and agrees that the Department may allow other governmental entities to purchase goods and services from this Contract (commonly known as "piggybacking"). Piggyback requests are approved by the Department's Office of Procurement - Operational Purchasing Contract department. Only those goods and services listed herein are eligible for purchase as piggy-back items at the same prices, terms and conditions set forth herein. The Contractor agrees to provide the Department, upon request, reports of the spend utilized by other governmental entities for the purpose of determining the total value of each contract for use in forecasting future contract development.

ARTICLE #408 - RECORDS:

- A. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the Department, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the Department reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- B. Contractor shall agree to cooperate with any additional independent validation and verification services for auditing or oversight of this contract as required by the State of Georgia or GDOT for the duration of this Contract.

ARTICLE # 409 – OWNERSHIP OF DOCUMENTS AND DATA; DATA SECURITY AND SECURITY INCIDENT AND DATA BREACH REPORTING REQUIREMENTS

- A. **Ownership of Documents and Data.**
1. Contractor agrees that the Department shall own all rights, title, and interest, including all intellectual property rights (subject to *ARTICLE #410 – INTELLECTUAL PROPERTY*) in any and all data or information that is generated, modified, transmitted, stored, used and maintained by the Department or on behalf of the Department under this Contract and related to the Services provided herein, including Sensitive State Data, Personal Data, Personally Identifiable Information, and non-sensitive/public information, each as defined in **EXHIBIT A: Department's Scope of Work** (collectively for purposes of this *ARTICLE #409*, "GDOT Data").
 2. Contractor further agrees that all documents including programs, systems, books, plans, papers, records, reports,

drawings, studies, specifications, estimates, maps, survey notes, and computations prepared by or on behalf of Contractor under the terms of this Contract for the Department shall be delivered to, become and remain the exclusive property of the Department, upon the earlier of termination of the Contract or completion of the work set forth in this Contract. The Department shall have the right to use the same without restriction or limitation and without compensation to Contractor other than that provided in this Contract.

3. Contractor agrees that any GDOT Data that is supplied or otherwise made available to Contractor by the Department shall be considered and remain the exclusive property of the Department. Contractor shall not acquire by implication or otherwise any right, title, or interest in such data.

B. Data Security and Security Incident and Data Breach Reporting Requirements.

1. Data Security. Contractor understands and agrees that during the course of the provision and performance of the work under the Contract, it and its employees, officers, agents, and subcontractors may have access to GDOT Data that is sensitive in nature; and, that Contractor shall safeguard the confidentiality, integrity, and availability of GDOT Data and comply with the following:

- (a) Contractor shall maintain appropriate administrative, physical, and technical security measures to safeguard against unauthorized access, use, disclosure, alteration, or theft of GDOT Data
- (b) Under no circumstances may Contractor utilize the GDOT Data for its own purposes unrelated to its performance under this Contract without first notifying the Department in writing and receiving a prior written acceptance of the request from the Department.
- (c) Contractor shall not disclose GDOT Data to any third party without the prior written consent of the Department.
- (d) **Data Location.** Contractor shall access, store, and process GDOT Data solely from location(s) or data centers in the United States (U.S.), and Contractor shall notify the Department of such locations. Storage of GDOT Data at rest shall be located solely in location(s) or data centers in the U.S., and Contractor shall notify Department of such locations. Contractor shall not allow its personnel or authorized persons to store GDOT Data on portable devices, including personal computers, except for devices that are used and kept only at U.S. location(s) or data centers. Contractor shall permit its personnel and consultants to access GDOT Data remotely only as required to provide goods and/or services under this Contract and only from locations within the U.S.
- (e) Security Incident and Data Breach Reporting. Contractor shall comply with the following requirements to respond to instances of a security incident and data breach:

(1) Incident Response. Contractor may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the Contract. Discussing security incidents with the Department should be handled on an urgent, as-needed basis, as part of the Contractor's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Contract. Any contacting of law enforcement on matters regarding Department systems or data must be followed by a report to the Georgia Information Sharing and Analysis Center (GISAC) at (404) 561-8497.

- (f) Upon becoming aware of a security incident or data breach, Contractor shall:
 1. Promptly notify the Department-identified contact within twenty-four (24) hours of discovery or sooner unless a shorter time is required by applicable law. This also applies for any significant security incidents if it is not yet known whether and GDOT Data was exfiltrated.
 2. Fully investigate the security incident or data breach and cooperate fully with the Department's investigation of and response thereto. Except as otherwise required by law, Contractor shall not provide notice of the security incident or data breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the Department.
 3. Promptly implement necessary remedial measures reasonably determined by the Department; and
 4. document responsible actions taken related to the data breach, including any post-incident review

of events and actions taken to make changes in business practices in providing the services, if necessary.

- C. If a data breach or security incident is caused by or a direct result of Contractor's breach of Contract, in addition to any other remedies available to the Department under law or equity, Contractor will reimburse the Department in full for all costs reasonably incurred by the Department associated with (1) the investigation and remediation of any data breach or security incident (2) notifications to individuals, regulators or others required by law; (3) a credit monitoring service required by law; (4) a website or a toll-free number and call center for affected individuals required by law, providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Breach or Security Incident.

ARTICLE # 410 – INTELLECTUAL PROPERTY

- A. **Use of Department's Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, Department trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Department.
- B. **Pre-Existing Materials.** It is acknowledged that Contractor is, and shall be, the sole and exclusive owner of all right, title, and interest in and to any pre-existing materials, including all intellectual property rights therein ("Pre-Existing Materials"). Pre-Existing Materials includes the pre-existing documents, data, know-how, methodologies, software, computer programs, reports and specifications provided by or used by Contractor in connection with performing the services under this Contract, in each case developed or acquired by Contractor prior to the Effective Date. Contractor hereby grants the Department a non-exclusive, perpetual license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the receipt or use of all deliverables, services, products, and equipment required in the Contract.
- C. **Copyrights.** The Parties acknowledge that within the scope and term of this Contract, copyrightable writings or works of authorship, including, without limitation, documentation may be created, prepared, produced, authored, developed, edited, amended, or conceived, either by Contractor, subcontractor(s), the Department, or jointly as between the Parties and third parties, through actions undertaken under this Contract ("Copyrightable Works"). To the extent that any of the Copyrightable Works qualify as "works made for hire", within the meaning of Section 101 of the United States Copyright Act (17 U.S.C. § 101), those works are protected therewith and are specifically intended to be "works made for hire" and any ownership and/or authorship rights of the Copyrightable Works shall vest in the Department in accordance with Section 201(b) of Title 17 of the United States Code (17 U.S.C. § 201(b)) upon creation of the Copyrightable Work. If any papers, interim reports, forms, or other material which are a part of the work under this Contract are deemed by law not to be a "work made for hire," Contractor hereby grants to the Department, an irrevocable, non-exclusive, royalty-free, transferable, sublicensable right and license to use, reproduce, display, transmit, and distribute. Contractor further agrees that for permissible undertakings with any subcontractor, the required contract or subcontract shall require the same grant of license to the Department.
- D. **Patentable Work.** If patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions will be the sole property of Contractor, unless otherwise stated in this Contract. Contractor agrees to and does hereby grant to the Department, an irrevocable, non-exclusive, royalty-free license to make, have made, use, offer to sell, and import into the United States the patentable discovery(ies) without the consent, joinder, or participation of, or payment or accounting to Contractor. Contractor further agrees that for permissible undertakings with any subcontractor, the required contract or subcontract shall require the same grant of license to the Department.

**ARTICLE # 411 - PARTIES' DUTY TO PROVIDE NOTICE OF INTENT TO LITIGATE
AND RIGHT TO DEMAND MEDIATION:**

In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the Parties, no civil action with respect to any dispute or claim arising out of or relating to this Contract may be commenced without first giving ten (10) calendar days written notice to the other Party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either Party may elect to submit the matter for mediation. Either Party may exercise the right to submit the matter for mediation by providing the other Party with a written demand for mediation setting forth the subject of the dispute. The Parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. For avoidance of doubt, mediation shall not be a prerequisite to the initiation of any other legal proceedings.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq.

At all times during a dispute, the Parties shall continue to comply with all provisions of the Contract. Contractor shall, and shall cause its subcontractors and suppliers to, continue performance of the work and their obligations in accordance with this Contract, except to the extent enjoined by order of a court of competent jurisdiction.

SECTION V: COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS

The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations now or hereafter in effect when performing any work in conjunction with the Services delivered under this Contract. The Contractor, its employees, agents, and subcontractors shall also maintain and keep in full force and effect during the term of the Contract all required licenses, certifications, and permits necessary to perform any work in conjunction with the Services delivered.

The Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements, and that it will comply with and require its subcontractors to comply with:

ARTICLE #501 - PUBLIC RECORDS REQUEST

Contractor acknowledges that all procurement records, documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received written correspondence, exhibits, tapes, photographs, computer based or generated information, data, data fields, or similar material (for purposes of this *ARTICLE #501*, the "Records") prepared by or on behalf of Contractor in the performance of this Contract are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., subject only to certain exceptions and exemptions contained therein.

In accordance with O.C.G.A. § 50-18-72(a)(34), if Contractor believes certain Records are excepted or exempt from public disclosure as "trade secrets" under the Georgia Open Records Act, Contractor is solely responsible for clearly identifying those Records and attaching to the Records an affidavit affirmatively declaring that specific information in the Records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated. Contractor understands that their designation of Records as "trade secret" will not be binding on the Department nor determinative as to any issue or determination by the Department relating to whether such Records are subject to public disclosure or are protected under the Georgia Open Act.

ARTICLE # 502 – DRUG-FREE WORKPLACE:

Contractor certifies that, in accordance with the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "DRUG-FREE WORKPLACE Act", (i) a drug free workplace will be provided during the performance of this Contract and (ii) each subcontractor shall be required to ensure that its employees are provided a drug-free workplace and Contractor will secure from subcontractor(s) the following written certification: "As part of the subcontracting contract with "Primary Contractor", the "subcontractor" certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

ARTICLE # 503 - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. Contractor certifies that it and its subcontractors shall be and remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act, O.C.G.A. §13-10-90 et seq.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth in section (A) of this *ARTICLE #304* by signing a sworn affidavit, the Georgia Security, and Immigration Compliance Act Affidavit, and obtaining the same affidavits from any subcontractor providing services pursuant to this Contract. If Contractor has no employees and does not intend to hire employees for purposes of satisfying all or part of the contract, Contractor may instead provide a copy of the driver's license or State-issued identification card of the Contractor and of each subcontractor or sub-subcontractor used in satisfaction of all or part of the Contract.
- C. Contractor agrees to include the provisions contained in the foregoing paragraphs in each subcontract for work performed related to the services hereunder and to require subcontractors to include such provisions in all sub-subcontracts for work hereunder.

ARTICLE #504 - LOBBYING DISCLOSURES:

Contractor represents and warrants that it complies with the provisions of the Ethics in Government Act in Article 1, Chapter 5 of Title 21, and if required, complies with the provisions of O.C.G.A. § 21-5-70 *et seq.* concerning registration and disclosure of lobbying activities. As required by applicable federal law, Contractor states and warrants that no federal money has been or will be used for any lobbying of State officials, as required under applicable federal law. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.

ARTICLE # 505 – CONFLICT OF INTEREST AND TRADING WITH STATE EMPLOYEES:

Contractor certifies that it has complied and shall continue to comply with, and shall require that its subcontractors comply with, the provisions of the O.C.G.A. § 45-10-20 et seq., relating to Conflict of Interest and State Employees and Official Trading with the State, which prohibit and regulate certain transactions between state officials and employees and the State of Georgia.

ARTICLE #506 - PROHIBITION OF GRATUITIES:

Contractor represents and warrants that it has not and shall not, in the performance of this Contract, offer or give, directly or indirectly, to any employee or agent of the State of Georgia, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract, and shall comply with the disclosure requirements set forth in O.C.G.A. § 45-1-6.

ARTICLE # 507 – BOYCOTT OF ISRAEL:

Pursuant to O.C.G.A. § 50-5-85, Contractor hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

ARTICLE #508 - EXCLUSIONS AND DEBARMENT:

Contractor certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

ARTICLE #509 - CERTIFICATION REGARDING SALES AND USE TAX:

By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section § 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Department or its representative filing for damages for breach of contract.

ARTICLE # 510 - NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor, its employees, agents, and subcontractors shall comply with all federal, state, and local laws, rules, ordinances, regulations, and orders now or hereafter in effect when performing under the Contract, applicable to the requirements and procedures relating to labor standards and the use of targeted small businesses as subcontractors or contractors, compliance with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973; 29 U.S.C. 791; Title VI of the Civil Rights Act of 1964; and, regulations and amendments thereto.

ARTICLE # 511 - ANTI-TRUST ACTIONS:

For good cause and consideration for executing this Contract placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Georgia relating to the particular services purchased or acquired by the State of Georgia pursuant hereto.

ARTICLE #512 - COMPLIANCE WITH FEDERAL SAFETY ACTS

Contractor warrants and guarantees to the Department that the Services provided under the Contract are in compliance with applicable federal laws, as amended, including but not limited to Sections 5 and 12 of the Federal Trade Commission Act of 1914 (15 U.S.C. ch. 2 §§ 45 and 52); the Fair Packaging and Labeling Act (15 U.S.C. ch. 39 §§ 1451 et seq.); the Federal Food, Drug, and Cosmetic Act (21 U.S.C. ch. 9 §§ 301 et seq.); the Consumer Product Safety Act (15 U.S.C. ch. 47 §§ 2051 et seq.); the Federal Environmental Pesticide Control Act of 1972 (7 U.S.C. ch. 6 §§ 136 et seq.); the Federal Hazardous Substances Act (15 U.S.C. ch. 30 §§ 1261 et seq.); the Fair Labor Standards Act of 1938 (29 U.S.C. ch. 8 §§ 201 et seq.); the Wool Products Labeling Act of 1939 (15 U.S.C. ch. 2 §§ 68 et seq.); the U.S. Flammable Fabrics Act (15 U.S.C. ch. 25 §§ 1191 et seq.); the Occupational Safety and Health Act of 1970 (29 U.S.C. ch. 15 §§ 651 et seq.); the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Subtitle A, ch. II, Part 200); and, the Anti-Kickback Enforcement Act of 1986 (41 U.S.C. ch. 87 §§ 8701 et seq.).

ARTICLE #513 – RESERVED

SECTION VI: MISCELLANEOUS [ADDITIONAL TERMS]

ARTICLE #601 - HEADINGS OR CAPTIONS:

The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

ARTICLE #602 – GOVERNING LAW:

The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

ARTICLE # 603 - WAIVER:

Except as specifically provided for in a written waiver signed by the duly authorized representatives of the Department and the Contractor, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision contained in this Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

ARTICLE #604 - CONTINUITY:

Each of the provisions of this Contract will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.

ARTICLE #605 - PREAMBLE, RECITALS, EXHIBITS AND ATTACHMENTS:

The preamble, recitals, exhibits and attachments hereto are a part of this Contract and are incorporated herein by reference.

ARTICLE #606 - COUNTERPARTS:

The Parties may execute this Contract in counterparts.

ARTICLE #607 - INTERPRETATION:

Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE #608 - SEVERABILITY:

If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

ARTICLE #609 - TIME IS OF THE ESSENCE:

Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel assigned and/or required to perform the work related to the Services set forth herein are responsive to the Department's requirements and requests in all respects.

ARTICLE #610 - EXECUTION:

Each of the individuals executing this Contract represents that they are authorized to execute this Contract on behalf of their respective entities.

ARTICLE # 611 - NOT A JOINT VENTURE:

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the Parties thereto. Each Party shall be deemed to be an independent contractor contracting for the Services set forth in this Contract and acting toward the mutual benefits expected to be derived therefrom. Neither Contractor nor any of Contractor's agents, servants, employees, or subcontractors shall become or be deemed to become agents, servants, or employees of the Department. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No Party has the authority to enter into any Contract or create an obligation or liability on behalf of, in the name of, or binding upon another Party to the Contract.

ARTICLE #612 - NO THIRD-PARTY BENEFICIARIES:

Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Contract.

ARTICLE #613 - PROHIBITION OF CERTAIN CONTRACT PROVISIONS:

The Contractor acknowledges that the Department is prohibited from entering into any contract that contains terms expressly prohibited under O.C.G.A. § 50-5-64.1, or that grants any donation or gratuity or forgives any debt or obligation owing to the public in violation of the Constitution of the State of Georgia, as amended (Ga. Const. Art. III, Sec. VI, Para. VI; and, Ga. Const., Art. VII, Sec. IV, Par. VIII).

ARTICLE #614 - CUMULATIVE RIGHTS:

The various rights, powers, options, elections, and remedies of any Party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either Party by law, and shall in no way affect or impair the right of any Party to pursue any other equitable or legal remedy to which any Party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

ARTICLE #615 – AUTHORITY TO ENTER INTO CONTRACT:

The Contractor represents and warrants that it has full authority to enter into and perform its obligations under and the Contract constitutes a legal, valid, binding obligation upon itself in accordance with its terms. Contractor further represents and warrants that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber, or interfere with the rights granted to the State and the Department. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and the Contract constitutes a legal, valid, binding obligation upon itself in accordance with its terms.

ARTICLE #616 – SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE:

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State of Georgia is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors with the State of Georgia in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on the Department's premises or who regularly interact with the Department's personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation, may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from the Department's premises, restricted access to the Department's premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the Department.

- A. If Contractor is an individual who is regularly on the Department's premises or who will regularly interact with the Department's personnel, Contractor certifies that:
1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
 2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/of7ouZ5PqQQ> prior to accessing the Department's premises and prior to interacting with the Department's employees; and on an annual basis thereafter; and,
 3. Upon request by the Department, Contractor will provide documentation substantiating the completion of sexual harassment training.
- B. If Contractor has employees and subcontractors that are regularly on the Department's premises or who will regularly interact with the Department's personnel, Contractor certifies that:
1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>.
 2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/of7ouZ5PqQQ> prior to accessing the Department's premises and prior to interacting with the Department's employees; and on an annual basis thereafter; and
- C. Upon request of the Department, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

ARTICLE #617 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

SECTION VII: ORDER OF PRECEDENCE, EXHIBITS AND ATTACHMENTS:

ARTICLE # 701 – ORDER OF PRECEDENCE:

A. **Order of Precedence.** In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

1. First, any amendments to the Contract.
2. Second, the Contract.
3. Third, all EXHIBITS attached to the Contract.
4. Fourth, **Attachment 4: Contractor's Response or Attachment 4: Bid Event Details**
5. Fifth, all **Contract Attachments** appended to the Contract
6. Sixth, the Purchase Order Agreement Terms and Conditions.

The Parties acknowledge that the following listed EXHIBITS and Attachments are attached to this Contract and are hereby incorporated into and made a part of this Contract. In the event of any ambiguity or discrepancy, the EXHIBITS and Attachments listed in this *ARTICLE #602* shall be interpreted in accordance with *ARTICLE #701 - ORDER OF PRECEDENCE*.

Attachment 1: Contractor's W-9 Form and Georgia Secretary of State Certification

EXHIBIT A: Department Scope of Work

EXHIBIT B: Contractor's Cost Worksheet

EXHIBIT C: RESERVED

EXHIBIT D: RESERVED

Attachment 2: Contractor's Response

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SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seals on the day, month, and year first above written:

GEORGIA DEPARTMENT OF TRANSPORTATION

FULL LEGAL NAME OF CONTRACTOR

Commissioner

Signature

Printed Name/Title

[Affix Corporate Seal Here]

ATTEST:

ATTEST:

Treasurer

Signature

Printed Name/Title

Attachment 1:
Contractor's W-9 Form and Georgia Secretary of State Certification

EXHIBIT A:
Department Scope of Work

EXHIBIT B:
Contractor's Cost Worksheet

EXHIBIT C:

RESERVED

EXHIBIT D:

RESERVED

**Attachment 2:
Contractor's Response**