



PROCUREMENT POLICY



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1. Procurement Policy

1.1 Overview

SRTA is a state-level, independent Authority created by the Georgia General Assembly to operate and maintain tolled transportation facilities within Georgia and act as the transportation financing arm for the State of Georgia. SRTA manages the collection of tolls on Georgia's Express Lanes System through the use of Peach Pass, the state's all-electronic tolling technology.

1.2 Purpose

The purpose of this Procurement Policy is to establish guidelines and procedures for the procurement of goods, services, and construction by SRTA in a manner that ensures transparency, efficiency, and compliance with state law when applicable. This Policy aims to promote fair competition, prevent corruption, and ensure that SRTA obtains the most advantageous value for its expenditures. Any employee who fails to comply with the provisions of this Policy may be subject to disciplinary action.

1.3 Scope

This Policy encompasses all SRTA procurement activities, including the acquisition of goods, services, and construction projects, whether financed through State funds or a combination of State and federal funds (if applicable). It applies to employees, consultants, agents, officials and outside participants who are or desire to be involved in the procurement process, ensuring that all parties adhere to the established guidelines and procedures to uphold the principles of fairness and integrity.

1.4 Procurement Methods

SRTA employs various procurement methods to meet its diverse needs, including competitive bidding, competitive proposals, and non-competitive negotiations. Each method is chosen based on the specific requirements of the procurement action, the value of the contract, and/or the urgency of the need.

1.5 Responsibilities

The SRTA procurement unit is responsible for implementing and overseeing this Policy. The procurement unit ensures that all procurement activities comply with applicable State and Federal laws, maintains records of procurement actions, and provides training to SRTA personnel involved in procurement activities to promote understanding and adherence to the Policy.

1.6 Applicability

This Policy covers all procurement and contracting activities by SRTA. SRTA may make changes to this Policy at its discretion. Solicitations issued prior to the changes will continue to be governed by the version of the Policy in effect at the time of issuance.

1.7 Standards of Ethical Conduct for Procurement

Any attempt to achieve personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of public trust.

- a) SRTA's employees and officers are subject to the Code of Ethics set forth in O.C.G.A. 45-10-1 et seq.
- b) SRTA employees are also bound by the Georgia Governor's Executive Order dated April 1, 2021 for "Establishing a New Code of Ethics for Executive Branch of State Government".
- c) SRTA Board of Directors is subject to its own set of ethics provisions and reporting requirements. Any involvement that a SRTA Board Member might have in the procurement

process will be specifically governed by those policies and procedures.

1.8 Employee Conflict of Interest

It is a breach of ethical standards for any SRTA employee to be involved in procurement if they know or should know that:

- a) The employee or their Relative has a financial interest in the procurement
- b) A business or organization in which the employee or their Relative has a financial interest is involved in the procurement.
- c) Any person, business, or organization with whom the employee or their Relative is negotiating for future employment is involved in the procurement.
- d) Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver) – Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:
 - 1) Promptly file a written statement of disqualification with SRTA Procurement Director; and
 - 2) Withdraw from further participation in the procurement.
- e) The employee may, at the same time, request from SRTA Procurement Director an opinion as to what further participation, if any, the employee may have in the procurement. If escalation is required, the matter shall be submitted to the Chief Legal Officer for review, whose decision shall be final with no opportunity to appeal.

1.9 Employee Disclosure Requirements

A SRTA employee, who has reason to believe that they or their Relative may have an interest that may be affected by his/her acts or actions as a SRTA employee or by the acts or actions of SRTA, shall disclose the precise nature and value of such interest in a written disclosure statement to SRTA Procurement Director. The Procurement Director will review the employees' disclosure statement and provide a written opinion on the employees' further participation in the procurement.

1.10 Confidential Information and Private Interest

A SRTA employee or consultant is prohibited from using or allowing the use of confidential information obtained through their position or employment with SRTA to advance any private interest.

Due to the nature of their responsibilities and access to sensitive information, certain employees and consultants may be required to sign a confidentiality agreement as a condition of their participation in the procurement process.

a) Prohibited Conduct and Ethical Obligations

SRTA employees are subject to the provisions of the then-current Executive Order issued by the Governor of Georgia, which establishes a Code of Ethics for executive branch officers and employees. In accordance with the Executive Order, no SRTA employee, or any individual acting on their behalf, may accept—directly or indirectly—and no potential Responders, subcontractor, or supplier may offer any Gift from a person or entity with whom the employee interacts in the course of official SRTA business.

Any such conduct may result in disciplinary action for the employee and may result in disqualification from the solicitation process for any potential Responders, subcontractor, or supplier.

b) Communication Restrictions During Solicitation

From the issuance of the solicitation through the execution of a final contract award,

Responders, their agents and representatives and current SRTA consultants/vendors shall not communicate, directly or indirectly, concerning any aspect of the solicitation with any members of the Evaluation Committee, SRTA Board of Directors, or SRTA staff—except the SRTA Director of Procurement or their designated representative—as identified in the solicitation documents. This restriction includes, but is not limited to, discussions regarding the contents of proposals, evaluation criteria or process, and contract negotiations.

c) Additional Ethical Obligations of Responders

All Responders to SRTA solicitations are expected to conduct themselves in a manner consistent with these ethical standards. Any Responder who engages in conduct that violates or attempts to compromise SRTA's Standards of Ethical Conduct—such as offering employment to SRTA employees involved in the procurement process or attempting to influence procurement decisions through improper channels—will be disqualified from the current solicitation and may be barred from future procurement opportunities with SRTA.

2. Solicitation, Evaluation, Award and Contract Administration

SRTA will use its own procurement procedures compliant with State law. However, the following acquisitions are declared exempt from competitive bidding or competitive proposals:

- a) The acquisition or leasing of real property;
- b) Sole source purchases or acquisitions that meet the sole source justification requirements of this Policy;
- c) Single Source purchases or acquisitions that meet the single source justification requirements of this Policy;
- d) Piggyback Procurements;
- e) Micro and Small purchases;
- f) Personal or professional services; Such services may also be bid out if SRTA determines it is appropriate and practicable under the circumstances.
- g) Emergency or exigent purchases or procurements;
- h) any other type of acquisition otherwise listed in this Policy that is expressly exempt from competitive bidding or competitive proposals; and
- i) any other acquisition allowed by law that is exempt from competitive bidding or competitive proposals.

2.1 Authorized Methods for Contract Award and Solicitation

SRTA may make contract awards on the basis of:

- a) Solicitation of Competitive Price Quotes, Bids or Proposals – Compliance with the solicitation procedures described throughout this Policy will fulfill requirements for “full and open competition.
- b) Receipt and Evaluation of Unsolicited Proposals – SRTA may enter into contracts based on an unsolicited proposal when authorized by applicable State law. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, SRTA must seek competition. To satisfy the requirement for full and open competition, SRTA must take the following actions before entering into a contract resulting from an unsolicited proposal:
 - 1) Publicize its receipt of the unsolicited proposal;
 - 2) Publicize an adequate description of the products or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovation of the products or services sought;
 - 3) Publicize its interest in acquiring the products or services described in the proposal;
 - 4) Provide an opportunity for interested parties to comment or submit competing proposals; and
 - 5) Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

SRTA may make a sole source award to the offeror if the requirements in Section 3.10(a)(2) are met. A sole source award may not be based solely on the unique capability of the offeror to provide the specific products or services proposed.

- c) Prequalification – SRTA may prequalify Responders, bidders, offerors and products for procurement purposes; however, SRTA is not required to do so. The decision of whether to require prequalification for eligibility to participate in a procurement shall be made separately for every procurement and shall be approved by SRTA Director of Procurement.

SRTA may use a Request for Qualified Contractors (RFQC) to prequalify Responders and, where applicable, products for procurement purposes. Potential Responders are permitted to submit qualifications for consideration during the RFQC submission period.

2.2 Sources of Acquisition

SRTA may acquire products and services from the following sources.

- a) Open Market – The open market shall be SRTA’s primary source of acquisition. Methods of procurement for acquisition of products and services from the open market are specified in Section 3 below.
- b) State Government Purchasing Contracts – SRTA may acquire products and services from State contracts that have been established by the State of Georgia for the purpose of consolidating volume purchases for products and services. SRTA may acquire products and services directly from State contract vendors in lieu of competitively procuring such products and services itself through the methods of procurement for small purchases and large purchases described in Section 3 below. SRTA is not required to purchase from State contracts, however, if products or services are available under a statewide contract, SRTA staff shall provide justification as to why SRTA should not utilize the available statewide contract and submit it to the Director of Procurement for review and approval. When obtaining products and services from State contracts, SRTA is responsible for ensuring compliance with all requirements and inclusion of all required clauses and certifications, whether in the master State contract or in SRTA’s purchase document.
- c) Federal Supply Schedules – Purchases by SRTA from Federal Supply Schedules established by the GSA are limited to the purchase of IT products and to products and services to facilitate recovery from a major disaster. The following requirements apply to SRTA purchases from GSA schedules:
 - 1) SRTA is authorized to use GSA schedules for purchases of products and services to facilitate recovery from a major disaster that is declared by the President of the United States. Upon declaration of a major disaster by the President, SRTA may purchase products and services from GSA schedules both in advance and in the aftermath of the emergency event. SRTA shall be responsible for ensuring that the products and services acquired will only be used for recovery.

2.3 Solicitation Requirements and Restrictions

Every procurement solicitation that SRTA issues above the micro-purchase level, must include the following information:

- a) Description of the Goods or Services. The solicitation and the contract awarded thereunder must include a clear description of SRTA’s technical requirements for the products or services to be acquired in a manner that provides for full and open competition.
 - 1) Requirements should be described in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate.

- 2) Additional quantities or options above SRTA's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date.
 - 3) Quantities of options below SRTA's needs at the time of the acquisition may not be withheld from contracts solely to fall below a procurement Policy standard.
 - 4) When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified.
- b) Evaluation Factors – The solicitation must identify the factors to be used in evaluating bids or proposals and their relative order of importance.
 - c) Contract Type Specified – The solicitation must state the type of contract that will be awarded.
 - d) Reservation of Right to Award to Other Than the Low Bidder or Offeror – The solicitation must reserve SRTA's right to award a contract to other than the low bidder or offeror.
 - e) Reservation of Right to Reject All Bids or Offers – SRTA reserves the right with any solicitation to reject all bids or offers.

2.4 Evaluation Requirements

When evaluating bids or proposals received in response to a solicitation, SRTA shall consider the evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. SRTA may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation.

2.5 Contract Award Requirements

The following standards shall apply to all contract award decisions made by SRTA:

- a) Award to Other Than the Lowest Bidder or Offeror – SRTA may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of including improved long-term operating efficiency and lower long-term costs. SRTA may also award a contract to other than the bidder or offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, SRTA must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.
- b) Award Only to a Responsible Bidder or Offeror – SRTA may only award contracts to responsible contractors possessing the ability and willingness to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. SRTA must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a determination of contractor responsibility. SRTA must also ensure that the contractor is not listed as a debarred or suspended contractor on the SAM, which is maintained by the GSA, at the time of contract award. Entities that are listed as debarred or suspended contractors on the SAM may not be determined to be responsible contractors by SRTA. SRTA may also treat any prospective contractor or subcontractor listed on a State of Georgia government debarment and suspension list as non-responsible and

ineligible for contract award. For every procurement action above the micro-purchase level, SRTA must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file.

- c) Rejection of Bids and Proposals – SRTA may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals for any or no reason.
- d) Extent and Limits of Contract Award – The selection of a contractor to perform one aspect of a project does not, by itself, authorize or justify the use of that contractor’s wholly owned affiliates for other project work without a separate, competitive procurement or other lawful basis for award.
- e) Approval of Contracts – All contracts must be signed by the Executive Director or designee.

2.6 Independent Cost Estimate and Cost and Price Analysis

- a) Independent Cost Estimate – For each procurement, SRTA may make a written independent estimate of cost above the micro-purchase level prior to receiving price quotes, bids or proposals.
- b) Cost or Price Analysis – SRTA may perform a cost or price analysis in connection with every procurement action above the micro-purchase level, including contract modifications.
 - 1) Price Analysis – If SRTA determines that competition was adequate, a written price analysis, rather than a cost analysis, may be used to determine the reasonableness of the proposed contract price.
 - 2) Cost Analysis – SRTA may perform or obtain a cost analysis when:
 - (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost
 - (b) When the offeror submits elements of the estimated cost

2.7 Contract Administration Requirements

2.7.1 SRTA Staff Responsibilities – SRTA staff responsibilities for the administration of contracts shall include:

- a) SRTA Project Manager or Technical Lead– Prior to execution of third-party contracts, SRTA shall designate a project manager or technical lead to serve as SRTA’s principal contact with the contractor and as the primary administrator of the contract. The designated project manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; performing contract close-out; reporting on contract status to the Director of Procurement or procurement designee, DBE Compliance Officer and appropriate SRTA Department Directors; maintaining complete contract files in conjunction with the Director of Procurement or procurement designee; and other contract administration duties that may be necessary.

- b) Director of Procurement– The Director of Procurement or procurement designee shall have responsibility for assisting SRTA project manager with contract administration duties as needed; ensuring contractor compliance with insurance requirements; preparing contract modification documents upon recommendation by SRTA project manager; negotiating contract modifications with contractors; securing review and approval of contract modifications by legal and finance staff and the Executive Director; representing SRTA in contract disputes; terminating contracts; enforcing contractor disciplinary actions; securing title to partially completed work products before partial payment (if applicable); maintaining complete contract files in conjunction with SRTA project manager;
- c) SRTA Division Director – SRTA Division Director who supervises SRTA project manager (if applicable) shall have responsibility for directing and overseeing the work performed by the contractor through SRTA project manager; final approval of deliverables and approval to pay invoices from the contractor; approving contract changes recommended by SRTA project manager; approving contract termination or other contractor disciplinary actions recommended by SRTA project manager; and other contract administration duties that may be necessary.
- d) SRTA Executive Director: The SRTA Executive Director shall have signature authority for all SRTA contracts. The SRTA Executive Director may delegate their signature authority to the SRTA Deputy Director or the Chief Legal Officer by providing a written notice to the Director of Procurement of such delegation. Notwithstanding the preceding sentence, division directors have signature authority for contracts with a total amount less than \$100,000.00.
- e) Other SRTA Staff – Other SRTA staff that may have responsibilities related to contract administration include, but are not limited to: Executive Director, Chief Legal Officer, CFO and Accounts Payable staff.

2.7.2 Period of Performance – SRTA is expected to use sound business judgment in establishing and extending the period of performance for contracts:

- a) SRTA project manager for the contract shall recommend all contract time extensions to the appropriate SRTA Division Director. Prior to making a recommendation for a contract time extension, SRTA project manager shall prepare a written justification for the contract time extension. SRTA Division Director who supervises SRTA project manager shall review and approve all recommendations for contract time extensions and shall forward the recommendation to the Director of Procurement. The Director of Procurement and project manager along with a representative from the legal team can negotiate the appropriate contract modification with the contractor. Upon successful negotiation of the contract time extension, the Director of Procurement shall forward the contract modification to appropriate legal and finance staff for review and obtain final approval and execution of the appropriate documents.

2.7.3 Contract Administration and Close-Out Documents – SRTA shall maintain written and signed records detailing the performance and close-out of the contract, including records relating to:

- a) Contractor Performance – SRTA must maintain documents related to contractor adherence to budget and schedule, compliance with contract terms and conditions, DBE participation, progress reports, disputes and disciplinary actions.
- b) Contract Deliverables – SRTA should maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables.
- c) Contract Changes – SRTA must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation and execution.
- d) Contract Payments – SRTA must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for

partial payments (if applicable), and ownership of title to partial work products.

- e) Contract Close-Out – SRTA must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to SRTA, and contract audit and final reconciliation.
- f) Contract Close-out Document Requirements – Contractor must provide a signed contract completion letter, confirming that all deliverables or services under this contract have been received. The completed close-out document must be signed by an authorized representative of the contractor firm and notarized by a public notary prior to submission to SRTA.

2.7.4 Exercise and Evaluation of Options

Option quantities or periods contained in the Responder's bid or proposal must be evaluated at the time of contract award. Options that were exercised and were not evaluated at the time of contract award are considered sole-source procurements. The exercise of an option must be consistent with the terms and conditions of the underlying agreement. In addition, an option may not be exercised unless it has been determined that the option price is consistent with or better than the current market rates or that the option is the more advantageous offer at the time that the option is exercised.

3. Methods of Procurement

3.1 Micro-Purchases

- a) Definition – Micro-purchases are those purchases of products and services that cost \$10,000 or less.
- b) Approval Authority – Micro-purchases must be approved in writing by one of the following SRTA employees:
 - 1) Executive Director;
 - 2) Director of SRTA Department that will fund the products or services being acquired; or
 - 3) Division Director from SRTA Department and Division that will fund the products or services being acquired.

Further delegation of approval authority for micro-purchases may be made in writing by any of the parties listed above to their subordinates.

- c) Competition Not Required –SRTA may acquire products and services valued at \$10,000 or less without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.
- d) Prohibited Divisions – The size or dollar value of procurements may not be divided or reduced merely to come within the micro-purchase limit.
- e) Documentation – Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made.

3.2 Small Purchases

- a) Definition – Small purchases are those purchases of products and services, including construction services that cost greater than \$10,000, but not more than \$250,000.
- b) Approval Authority – Small purchases must be approved in writing by one of the following SRTA employees:
 - 1) Executive Director; or
 - 2) Director of SRTA Department that will fund the products or services being acquired.

Further delegation of approval authority for small purchases may be made in writing by any of the parties listed above.

- c) Required Competition – Price or rate quotations must be obtained from at least two (2) qualified sources.
- d) Prohibited Divisions – The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit.
- e) Documentation – Every small purchase must be accompanied by a written independent cost estimate, at least two (2) price quotes (subject to the requirements stated below), a written price analysis, a written determination that the price is fair and reasonable along with a description of how that determination was made and a written determination of the responsibility of the contractor.

3.3 Large Purchases

- a) Definition – Large purchases are those purchases of products and services that cost greater than \$250,000.
- b) Approval Authority – Large purchases must be approved in writing by the SRTA Executive Director.
- c) Procurement Methods – There are two primary methods of procurement for large purchases of products and services:
 - 1) Sealed Bid method, and
 - 2) Competitive Proposal method.
- d) Required Competition – Formal bids and competitive proposals must be publicly advertised.
 - 1) For large purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business.
 - 2) For large purchases by the competitive proposal method of procurement, more than one source should be willing and able to submit an offer or proposal.
- e) Documentation – Every large purchase must, at a minimum, be accompanied by a written independent cost estimate, formal bids or proposals (subject to the requirements stated in Sections 3.4(c) and 3.5 below), a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria) and a written determination of the responsibility of the contractor. Additional documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase.
- f) Special Considerations – SRTA may acquire products and services directly from State contract vendors in lieu of competitively procuring such products and services itself through the sealed bid and competitive proposal methods of procurement.

3.4 Sealed Bids

- a) The sealed bid method of procurement is a formal process in which bids are publicly solicited, and a firm fixed-price contract is awarded to the lowest responsible bidder who adheres to all the material terms and conditions of the Invitation for Bid (IFB). However, no contract award will be made to a bidder if SRTA determines that the lowest bidder cannot meet the contract requirements. Bids are solicited through an IFB document, which contains technical specifications for the product or service being purchased, a description of the procedures for submitting a bid, and the forms required for bid submission. Any bidder exceptions to the IFB may result in disqualification.”.
- b) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services, including construction services that cost greater than \$250,000. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:
 - 1) Specifications – A complete and realistic specification or purchase description is available.
 - 2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.

- 3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.
 - 4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
 - 5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.
- c) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:
- 1) Publicity – The Invitation for Bids must be publicly advertised. The following guidelines will generally be followed by SRTA when posting competitive solicitations.

Solicitations valued at \$49,999.99 or less	Minimum of seven (7) calendar days
Solicitations valued from \$50,000.00 to \$99,999.99	Minimum of eight (8) calendar days
Solicitations valued from \$100,000.00 to \$249,999.99	Minimum of ten (10) calendar days
Solicitation valued at \$250,000.00 or more	Minimum of fifteen (15) calendar days
Any solicitation for construction bids	Minimum of fifteen (15) calendar days

The SRTA Executive Director may approve the posting of a competitive solicitation for a period less than the guidelines stated above (provided that a solicitation for construction bids must be posted for at least two weeks) when sufficient evidence justifying the reduced posting time period has been established.

- 2) Adequate Sources – Bids must be solicited from a sufficient number of known suppliers to ensure meaningful competition.
- 3) Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the goods or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- 4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening as determined in this Policy.
- 5) Bid Submission- SRTA will either (1) require the vendor to submit its bid in a sealed package or (2) utilize the DOAS electronic procurement application, Team Georgia Marketplace, or any other procurement tool available from DOAS which facilitates the receipt of sealed bids. Faxed bids and emailed bids will not be considered sealed bids. Sealed bids shall not be opened until after the closing date and time as specified in the Invitation to Bid. Each solicitation shall specify the accepted method of bid submission.
- 6) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
- 7) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for

- award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
- 8) Rejection of Bids – SRTA reserves the right to reject any or all bids, in whole or in part, at its sole discretion, without liability to the bidders. .
- 9) Notice of Award- SRTA shall post the contract award on SRTA’s website after the selection is made.

3.5 Competitive Proposals

- a) Generally – The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible Responder, taking into consideration price and other factors. An award will be made on a best value basis to the Responder whose proposal is determined to be most advantageous to the SRTA, considering price and other evaluation factors. The vehicle through which proposals are solicited is the RFP. The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal, and the forms on which proposals must be submitted, if applicable.
- b) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than \$250,000 when the nature of the procurement does not lend itself to sealed bidding and SRTA expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:
 - 1) Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.
 - 2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
 - 3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
 - 4) Discussions Expected – Separate discussions with individual Responders are expected to be necessary after they have submitted their proposals.
- c) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:
 - 1) Publicity – The RFP must be publicly advertised. The following guidelines will generally be followed by SRTA when posting competitive solicitations.

Solicitations valued at \$49,999.99 or less	Minimum of seven (7) calendar days
Solicitations valued from \$50,000.00 to \$99,999.99	Minimum of eight (8) calendar days
Solicitations valued from \$100,000.00 to \$249,999.99	Minimum of ten (10) calendar days
Solicitation valued at \$250,000.00 or more	Minimum of fifteen (15) calendar days

The SRTA Executive Director may approve the posting of a competitive solicitation for a period less than the guidelines stated above (provided that a solicitation for construction bids must be posted for at least two weeks) when sufficient evidence justifying the reduced posting time period has been established.

- 2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
- 3) Adequate Sources – Proposals may be solicited from qualified sources such that two or more independent, responsible Responders are willing and able to compete effectively for the work.
- 4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified Responder.
- 5) Price and Other Factors – An award must be made to the responsible Responder whose proposal is most advantageous to SRTA or that represents the “best value” to SRTA with price and other factors considered.
- 6) Award – SRTA may award a contract to the Responder whose proposal provides the greatest value to SRTA. To do so, the solicitation will inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for evaluation and award. SRTA may base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

3.6 Two-Step Procurements

SRTA may use two-step procurement procedures in both sealed bid and competitive proposal procurements.

- a) Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to SRTA’s request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.
- b) Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors. Bids and proposals shall be evaluated in accordance with the requirements of Section 3.4 and 3.5 above.

3.7 Architectural & Engineering (A&E) Services & Other Services

- a) Qualifications-Based Procurement Procedures Required – SRTA must use qualifications-based procurement procedures to acquire A&E services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include: program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services. The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used.
- b) Qualifications-Based Procurement Procedures Prohibited – Unless the applicable State entity determines otherwise in writing, qualifications-based procurement procedures may not

be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration or repair to real property.

- c) Qualifications-Based Procurement Procedures – SRTA shall comply with the requirements of O.C.G.A. § 50-22-1 through § 50-22-9 when selecting contractors using qualifications-based procurement procedures.

3.8 Construction Projects – Design-Bid-Build Method

- a) Definition – Procurement method for construction projects requiring separate contracts for design services and for construction services.
- b) Design Services – For design services, SRTA must use qualifications-based procurement procedures in compliance with applicable State law.
- c) Construction – Depending on the estimated dollar value of the construction contract, SRTA must use either the sealed bid method of procurement (described in Section 3.4 above) or small purchase procedures (described in Section 3.2 above) to procure construction services. All SRTA contracts for the construction of any roads or bridges or a system of roads, bridges, and tunnels, or construction of buildings, structures, parking areas on such roads, bridges or tunnels shall be let to the reliable bidder submitting the lowest sealed bid upon plans and specifications approved by GDOT. The procedures for letting such bids shall conform to those prescribed for GDOT in Georgia Code Sections 32-2-64 through 32-2-72.

3.9 Construction Projects – Design-Build Method

- a) Definition – Procurement method consisting of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project’s design and construction.
- b) Procurement Method Determined by Value – Because both design and construction are included in a single procurement, SRTA must use the procurement method appropriate for the services having the greatest cost for the entire procurement, even though other necessary services would not typically be procured by that method. If construction costs are predominant then SRTA must use the sealed bid method of procurement to select the contractor. If design costs are predominant then SRTA must use qualifications-based procurement procedures to select the contractor.
- c) Selection Processes – SRTA may structure the design-build procurement using a single step or the two-step procurement method described in compliance with applicable State law.

3.10 Procurement by Other than Full and Open Competition

- a) Generally, noncompetitive procurement procedures may be utilized when it is deemed unsuitable for small purchase procedures, sealed bids, or competitive proposals, provided that at least one of the following conditions is met:
 - 1) Competition Adequacy – After soliciting several sources and receiving no response, SRTA shall review its specifications to determine if they are unduly restrictive, or if changes can be made to encourage submission of more price quotes, bids, or proposals. If SRTA determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, SRTA may determine the original competition adequate and complete the purchase from among the sources that submitted a price quote, bid or proposal. A cost analysis must be performed in lieu of a price analysis when this situation

occurs.

- 2) Sole Source – When SRTA requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, SRTA may make a sole source award. In addition, when SRTA requires an existing contractor to make a change to its contract that is beyond the scope of that contract, SRTA has made a sole source award that must be justified.
 - (a) Sole source awards are appropriate when one of the following conditions apply:
 1. Unique Capability or Availability – The products or services are available from only one source if one of the conditions described below is present:
 - a. Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to SRTA only from one source and has not in the past been available to SRTA from another source.
 - b. Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
 - c. Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - d. Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling SRTA's needs.
 - (b) For sole source procurements that do not involve the use of federal funds, sole source awards are appropriate when one of the following conditions apply:
 1. When only the proposed source can furnish the services because of its previous State government or SRTA experience and having an alternative source duplicating these capabilities would result in excessive cost to SRTA. (Excessive cost should be quantified).
 2. When only one (1) supplier can satisfy the technical requirements because of unique technical competence or expertise. (Technical requirements must be valid and verifiable).
 3. The item does not satisfy the requirements for Sole Source, but the use of any other manufacturer's product would result in excessive cost to SRTA. (Excessive cost should be quantified).
 4. When only one (1) source possess patents or exclusive rights to manufacture or to furnish the item of service.
 5. Other extenuating circumstances or considerations including, as applicable, adverse impacts on SRTA of not using the proposed source, and other considerations not previously stated.
 - 3) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, SRTA should determine if competition was adequate. This should include a review of the

specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

- (a) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond SRTA’s control. Under such circumstances, award of the contract shall not be considered a sole source award shall be deemed to have satisfied the adequate competition requirements.
 - (b) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within SRTA’s control.
- 4) Unusual and Compelling Urgency – SRTA may limit the number of sources from which it solicits bids when due to urgent need for products or services, or when waiting for a competitive process would result in significant financial harm, operational disruption, or public safety hazards. .
- (a) When Prohibited – Less than full and open competition is not justified based on SRTA’s lack of advance planning.
 - (b) Procurement Procedures – The following requirements apply when SRTA completes a procurement utilizing less than full and open competition:
 - 1. Potential Sources – SRTA may solicit offers from as many potential sources as is practicable under the circumstances.
 - 2. Sole Source Justification –Sole source procurement justifications must describe the reasons for why sole source procurement is appropriate and be signed by SRTA Executive Director. If SRTA decides to solicit an offer from only one source, SRTA shall justify its decision in writing.
- 5) Exception for Procurement Activities – When it is determined by SRTA Executive Director to be in the best interest of SRTA, noncompetitive procurement procedures may be utilized to acquire professional or other tolling-related services. Any such determination must be made in writing and signed by SRTA Executive Director.
- 6) Single Source Procurement – When its determined to be in the best interest of SRTA that a single source procurement, noncompetitive procurement procedures may be utilized to acquire goods or services or both. A single source procurement may be justified when two or more contractors can supply the commodity, technology, and/or perform the services required by SRTA, but the SRTA selects one vendor over the other to streamline strategic collaboration to deliver a specific good or service, or critical need dictates the use of a single contractor for efficiency. For example, the use of a particular software or product may entail significant cost-savings or efficiencies because it is more compatible with the systems or products utilized by another SRTA contractor.
- 7) Piggyback Procurement – When determined to be in the best interest of SRTA, purchases from contracts entered into by any federal, state, or local government in U.S. that have been competitively bid, and meet SRTA’s standards for competition and transparency, within the previous 36 months if the contractor is willing to extend substantially similar prices, terms and conditions to SRTA. Piggyback Procurement may be used upon prior written approval of the original issuing agency. SRTA will enter into a separate contract with contractor, and the original issuing agency shall have no liability for said contract between SRTA and contractor.

4. Contractor Responsibility, Suspension, and Debarment

4.1 Contractor Responsibility

SRTA shall make purchases from and award contracts to responsible contractors. SRTA shall have the right to conduct investigations and other forms of due diligence into any contractor's (or potential contractor's) responsibility status at any time and for any or no reason. Such due diligence may include investigation into the following:

- a) Whether the contractor has adequate financial resources to perform the contract, or the ability to obtain them. This includes, but is not limited to, the ability to obtain required bonds (if any) and insurance from sureties and insurance companies authorized to do business in Georgia.
- b) Whether the contractor is currently listed or has been recently listed on the System Awards Management list of disbarred vendors or has outstanding delinquent debt.
- c) Whether the contractor is able to comply with the contract requirements considering the firm's other business obligations.
- d) Whether the contractor is registered to do business in the State of Georgia and is listed as "ACTIVE/COMPLIANCE" with the Office of the Georgia Secretary of State.
- e) Whether the contractor has, within a three year period preceding the applicable solicitation document, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (State or local) transaction or contract under a transaction; violation of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- f) Whether the contractor is presently indicted for or otherwise criminally or civilly charged by a governmental entity (State or local) with commission of any of the offenses enumerated above.
- g) Whether contractor has had a contract terminated for default in the last 3 years.
- h) Whether contractor has a satisfactory record of integrity and business ethics.
- i) Whether the contractor has satisfactory organization, accounting and operations controls, and managerial and technical skills.

4.2 Causes for Debarment or Suspension

SRTA may debar a vendor/contractor for any of the causes listed below:

- a) Violation of contract provisions of a character which is regarded to be so serious as to justify debarment action.
- b) In SRTA's option, the vendor's/contractor's actions amount to:
 - (1) A deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (2) A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts.
- c) Conviction under State statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a state vendor.
- d) Conviction under State antitrust statutes arising out of the submission of bids or proposal.

5. Protest Procedures

5.1 Statement of Policy

SRTA is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its procurements using good administrative practices and sound business judgment.

SRTA shall insert, or include by reference, its protest procedure in all solicitation documents for products and services having an estimated value of \$250,000 or greater.

5.2 SRTA Staff Responsibilities

- a) SRTA Director of Procurement – Responsibilities include: ensuring that SRTA Protest Procedure is included in all solicitation documents for products and services having an estimated value of \$250,000.00 or greater; and providing information to and assisting SRTA's Executive Director and Chief Legal Officer with the resolution of protests. In addition, responsibilities include receiving and reviewing all procurement protests; determining if a protest should be dismissed; and in accordance with the delegation of authority from the SRTA Executive Director, serve as the Protest Decisionmaker and issuing the official SRTA response to all procurement protests.
- b) SRTA Executive Director – Responsibilities include: determining whether to alter the designated Protest Decisionmaker and ruling on the Third-Party Hearing Officer's recommendation.
- c) Chief Legal Officer – Responsibilities include: reviewing all procurement protests; and advising and assisting the SRTA Director of Procurement and SRTA Executive Director as needed with the resolution of all procurement protests.
- d) Protest Coordinator – is designated by the SRTA Director of Procurement. They will perform the procedural compliance review of the protest to ensure it complies with the filing and form of protest requirements under this Policy. They will convey their determination regarding procedural compliance to the Protest Decisionmaker.
- e) Protest Decisionmaker – reviews the protests and issues the official SRTA response to all procurement protests. By default, under this Policy, the Director of Procurement is the Protest Decisionmaker, however, the Executive Director may alter the Protest Decisionmaker in their sole discretion in accordance with this Policy.

5.3 PROTEST FILING

An Interested Party is the only party that may file a protest under this procedure.

- a) All protests, and any subsequent pleadings, correspondence, or other communications with respect to such protest must be filed, in writing, with a signed original and three (3) copies delivered to the SRTA Director of Procurement on a business day, which shall not include observed State holidays, between the hours of 9:00 a.m. and 5:00 p.m. local time, at the same address shown for submitting the proposal/bid that is the subject of the protest. The filing or copying of any pleadings, correspondence or other communications with respect to a protest with any other SRTA official other than the SRTA Director of Procurement shall subject the protest to summary dismissal in accordance with this procedure.
- b) All protests must be received by the SRTA Director of Procurement no later than 5:00 p.m. local time on the last day that such protest may be filed with respect to a particular proposal/bid in accordance with the protest policy as outlined below. Protests may be filed only by hand delivery, U.S. mail or commercial carrier. Protests received by email or fax will not be

considered. Failure to timely file the protest or any supporting documents that are required to be filed as a part of the protest will result in the protest being deemed untimely and subject to summary dismissal. Protests will be date and time stamped by SRTA, and timeliness will be determined solely by SRTA with reference to such date/time stamp.

- c) Upon receipt of a protest, the SRTA Director of Procurement shall review the protest for compliance with the procedures and requirements as set forth in this section and the applicable proposal/bid documents. Protests that fail to comply with any mandatory item in this section shall be subject to summary dismissal in accordance with the Summary Dismissal rules below.
 - (1) Upon receipt of any subsequent pleadings, correspondence or other communications with respect to a protest that are permitted by this procedure or requested by the Protest Decisionmaker, from the protestor, the SRTA Director of Procurement will forward such materials as expeditiously as possible to the appropriate Protest Decisionmaker for the protest.
 - (2) Upon receipt of any subsequent pleadings, correspondence or other communications with respect to a protest that are not permitted by this procedure, by any other SRTA restrictions on communications, or requested by the Protest Decisionmaker from the protestor, the SRTA Director of Procurement will forward such materials as expeditiously as possible to the appropriate Protest Coordinator for disposition under the Summary Dismissal section.

5.4 Form of the Protest

- a) All protests must be filed in an envelope labeled "PROTEST," which identifies the protestor's name and address, the name of the SRTA Director of Procurement, and the SRTA solicitation number and title assigned to the solicitation or contract.
- b) Protests must be on the protestor's letterhead and shall not exceed ten (10) pages in length (including all attachments and exhibits thereto that contain any written pleadings or argument, but excluding supporting documentation as outlined in the following paragraph). Each page shall have print on only one side of the page with margins no smaller than one inch (1"). The font size shall be no smaller than Courier 10 characters per inch, 12 point (or equivalent).
- c) Any supporting documentation that is cited or specifically referenced in the protest, whether or not it is already in the possession of SRTA (except for copies of SRTA solicitation documents publicly posted and issued by SRTA) or protestor, must be filed simultaneously with the protest, if such documentation is publicly available at the time of filing in accordance with Section 5.3.. Only supporting documentation that was not publicly available as of the deadline for filing said protest will be accepted as a subsequent filing or pleading from the protestor. All other subsequent pleadings, correspondence or other communications with respect to a protest that are submitted by the protestor but not first requested by the SRTA Procurement Director pursuant to Section 5.9 Protest Decision Maker's Investigation will be handled in accordance with Section 5.3(c). All supporting documentation must be filed in the same manner as described within.
- d) Each protest shall contain the following mandatory information:
 - 1) Protestor's name, address, telephone number, and email address.
 - 2) A signed and notarized affidavit of the protestor's chief executive officer or the protestor's legal counsel, given under oath and expressly stating that it is given under penalty or perjury, that the contents of the protest are true and correct and that the filing of the protest is authorized by the protestor's chief executive officer.
 - 3) The signature of the protestor's chief executive officer or the protestor's legal counsel, whichever is signing the protest for or on behalf of the protestor, notarized separately from,

and in addition to, the notarized affidavit under Section 5.4(d)(2).

- 4) The specific title assigned by the SRTA to the procurement and to the specific solicitation document that is the subject of the protest, and all associated SRTA solicitation or contract numbers, must be clearly shown on each page of the protest.
- 5) A specific detailed statement of all legal and factual grounds relied upon by the protestor in filing its protest. Any grounds not included in the protest that the protestor could have raised when the protest was filed will be deemed irrevocably waived and may not be part of, or grounds for, that or any subsequent protest or other legal action filed by protestor.
- 6) Information in the form of signed affidavits or supporting documentation sufficient to show that the protestor qualifies as an Interested Party for the procurement with respect to which such protest is filed.
- 7) Evidence that the filing of the protest is timely along with all supporting documentation.
- 8) A specific statement of the form and nature of the relief requested by protestor.

The Protest Coordinator will conduct a procedural compliance review to determine whether the protest fails to comply with the mandatory items in this Section 5.4(d). The protestor's failure to include in its protest all of the mandatory items shall subject the protest to summary dismissal in accordance with the Summary Dismissal rules in section 5.7.

5.5 Time for Filing

- a) Pre-Proposal/Pre-bid Protests – All protests concerning solicitation specifications, criteria and/or procedures shall be submitted to SRTA within ten (10) calendar days of when the basis for protest is known or should have been known to the protestor (whichever is earlier), but in no event later than the proposal/bid submission deadline. Any protest by the protestor with respect to any matter or event first occurring on or before the proposal/bid response date, including any aspect of the procurement process or the solicitation documents issued or occurring prior thereto, must be made within the time frame set forth in herein or will be deemed irrevocably waived and may not be part of, or grounds for, any subsequent protest or other legal action filed by protestor. For purposes of this protest filings, interested parties shall be deemed to have knowledge of the form and contents of any solicitation document at the time that such solicitation document is first posted to the Georgia Procurement Registry website or otherwise put on public notice in accordance with SRTA's written policies.

SRTA's Director of Procurement shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by SRTA Director of Procurement as the result of a protest the postponement will be announced through an addendum to the solicitation.

- b) Pre-Award Protests – With respect to protests made after the deadline for submission of bids/proposals but before contract award by SRTA, protests shall be limited to those protests alleging a violation of State law, a challenge to the bids/proposals evaluation and award process, SRTA's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to SRTA's Director of Procurement as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by SRTA.

SRTA's Director of Procurement may, within his or her discretion, postpone the award of the

contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that SRTA shall announce the contract award.

All protests must be directed in writing to:

SRTA Director of Procurement
State Road and Tollway Authority
245 Peachtree Center Avenue, NE, Suite 2200
Atlanta, GA 30303

- c) Protest Response – SRTA's Director of Procurement shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, SRTA will also send a copy of the response to a protest to the protester by electronic mail if an electronic mail address is indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official SRTA response to the protest and SRTA will not be responsible for the failure of the protester to receive the protest response by either facsimile or electronic mail.

Protests not filed in accordance with the deadlines set forth in Section 5.5 - Time for Filing shall be deemed untimely and subject to summary dismissal pursuant to Section 5.7 - Summary Dismissal as noted below.

5.6 Protest Decisionmaker

- a) Except as specifically set forth in this paragraph all protests shall be decided by the SRTA Director of Procurement who is authorized by the Executive Director to resolve or rule on any protest. The Director of Procurement's actions, decisions and orders in such capacity as Protest Decisionmaker shall be deemed to be on behalf of the Executive Director and effective as though taken by the Executive Director. If at the time of filing, SRTA does not have a Director of Procurement then the Executive Director may designate, in his/her discretion, any other SRTA employee (other than the Executive Director, or the Protest Coordinator or Contracting Officer for the particular procurement that is the subject of the Protest) to serve as Protest Decisionmaker until a Director of Procurement is appointed. The Executive Director, in their sole discretion, may also appoint a different Protest Decisionmaker to replace the Director of Procurement on a case-by-case basis at any time after receipt of a protest and prior to the appointment of a Third-Party Hearing Officer with respect to such protest.
- b) At the sole and exclusive discretion of the Director of Procurement, exercised at any time prior to the issuance of a decision with respect to a protest, the Director of Procurement may request that the Executive Director appoint a Third-Party Hearing Officer to recommend a resolution or ruling on any protest in accordance with Section 5.10 - Protest Adjudication Procedures. The Third-Party Hearing Officer shall only be entitled to make a written recommendation to the Executive Director containing the Third-Party Hearing Officer's proposed ruling on the protest.

Upon the request for and appointment of a Third-Party Hearing Officer with respect to a particular protest, such appointment shall be irrevocable, and the Director of Procurement shall not thereafter be entitled to rule singly on the protest.

5.7 Summary Dismissal

The Director of Procurement, may, in his/her sole discretion, summarily dismiss any protest failing

to comply with any aspect of this procedure. Protester will be notified in writing by electronic means, with the original to follow by United States Mail, of the summary dismissal of its protest.

5.8 Time for Decision by Protest Decisionmaker

Protests that are not either summarily dismissed or withdrawn (or deemed withdrawn) shall be forwarded by the Protest Coordinator to the Director of Procurement, or other appointed Protest Decisionmaker, as applicable, for a decision, as expeditiously as possible after the end of the Protest Coordinator's procedural compliance review. The Protest Decisionmaker shall issue a decision as expeditiously as practical within Thirty (30) Business Days from the later to occur of:

- a) The day the protest is forwarded by the Protest Coordinator to the Protest Decisionmaker for a decision, or
- b) The receipt of any requested information from the Contracting Officer, the protestor or any other party who has relevant information that the Protest Decisionmaker deems necessary in order to render its decision on the protest.

5.9 Protest Decisionmaker's Investigation

- a) The Protest Decisionmaker may request or permit submission of additional statements or documentation from the Contracting Officer, as the Protest Decisionmaker deems necessary in its sole discretion.
- b) The Protest Decisionmaker may make a reasonable investigation and is authorized to request any information or documentation it deems necessary in order to render a decision on the protest.

5.10 Protest Adjudication Procedures

- a) The Protest Decisionmaker, in their sole discretion, may issue written questions to the protestor on any issue the Protest Decisionmaker deems necessary for their consideration of the protest. Such written questions may be issued in lieu of or in addition to a hearing. Unless specifically required or permitted by this procedure, or otherwise specifically requested by the Protest Decisionmaker in writing to the protestor, the protestor may not file any written pleading, motion or other written documentation with the Contracting Officer or the Protest Decisionmaker after protestor's filing of the initial protest.
- b) The Protest Decisionmaker, in their sole discretion, either at the Protest Decisionmaker's own instance or upon the protestor's prior written request submitted, may elect to conduct a hearing in connection with the protest. Any requests for a hearing must include a brief statement demonstrating that the Protest Decisionmaker's decision will be aided by a hearing. In the event that the Protest Decisionmaker schedules a hearing, the notice of the hearing may set forth the scope of the hearing, including, but not limited to, the issues to be addressed, the length of hearing and whether documentary or testimonial evidence will be accepted. Alternatively, the Protest Decisionmaker may conduct a pre-hearing conference concerning the procedures to be followed at the hearing, what issues are under consideration and a list of witnesses who may testify. The issues and evidence considered by the Protest Decisionmaker are within the sole discretion of the Protest Decisionmaker.
- c) The Protest Decisionmaker may fashion any remedy the Protest Decisionmaker deems consistent with the procurement process and the solicitation documents, including without limitation,

- 1) Deny the protest in whole or in part,
 - 2) Sustain the protest in whole or in part, or
 - 3) Subject to Section 5.10, order the Contracting Officer to take any measure consistent with the Protest Decisionmaker's remedy,
 - 4) Award the contract in accordance with the Contracting Officer's original decision,
 - 5) Suspend contract award or other solicitation decision and reevaluate the solicitation responses,
 - 6) Cancel the procurement or solicitation,
 - 7) Amend the procurement, or
 - 8) Any other remedy the Protest Decisionmaker determines is necessary to protect or maintain the integrity of the SRTA's procurement process.
- d) The decision of the Protest Decisionmaker shall be final; provided, however, that if a Third-Party Hearing Officer is the Protest Decisionmaker, the Third-Party Hearing Officer shall only be entitled to make a written recommendation to the Executive Director containing the Third-Party Hearing Officer's proposed ruling on the Protest.
- 1) The Executive Director may:
 - (a) Accept, modify or reject the Third-Party Hearing Officer's recommendation in whole or in part;
 - (b) Return the matter to the Third-Party Hearing Officer with instruction; or
 - (c) Make any other appropriate disposition.
 - 2) The Executive Director's decision shall be deemed the final decision of the Protest Decisionmaker.

5.11 Stay of Procurement During Protest

The SRTA Executive Director may order a stay in the opening of a proposals/bids received or of the contract performance if the Executive Director determines, in the Executive Director's sole discretion, that a stay is in the best interest of the SRTA, any affected Agency, or the State of Georgia. Should the Executive Director not stay contract performance pending the resolution of any protest to an actual contract award, the contract may be awarded on a contingent basis, subject to revocation, revision or other adjustment or modification based on the final decision of the Executive Director in such protest.

5.12 Costs

Neither the protestor, any interested party nor any other Third-Party shall be entitled to recover any costs incurred in connection with the procurement process, the solicitation, the protest, and/or compliance or attempted compliance with this Policy, including preparation costs or attorneys' fees.

5.13 Governing Law

The laws of the State of Georgia, without application of its conflicts of laws principles, shall govern any action brought pursuant to this Procedure.

5.14 Judicial Review

Any further legal action by the protestor upon the final decision by SRTA must be filed pursuant to Georgia law. The final exhaustion of the procedures set forth in this Policy is a prerequisite to the commencement of any judicial review of a final decision issued by SRTA under this Policy.

6. Purchase Orders (P.O.)

6.1 Overview

A P.O. is used to encumber funds in SRTA accounting system so that accounts will not be overspent and so that quarterly financial status reports reflect current financial obligations.

6.2 Policy

- a) The Director of Procurement or designee must approve all purchases of items and services that have a cost exceeding \$10,000 before the purchase is made.
- b) Purchases of items and services that have a cost exceeding \$10,000 are initiated with the contractor through the issuance of a formal SRTA contract or valid Statewide contract.
- c) A Purchase Order is used to obligate funds in SRTA accounting system for purchases of items and services for which the entire cost must be obligated at the time of purchase.
- d) Contract types that do not require a P.O. are generally contracts for which the entire contract amount is not obligated at the time of execution. These contracts generally contain a maximum, not-to-exceed contract amount rather than a firm, fixed-price contract amount and contain language that permit early termination.
 - 1) Examples of these types of contracts include: real estate leases, retainer contracts (e.g. legal services), on-call and term service contracts, insurance contracts, task order type contracts, etc.
 - 2) For task order type contracts, a P.O. should be issued upon execution of each individual task order rather than for the actual contract.

6.3 Responsibilities – Approval

- a) The CFO determines which contracts require a P.O. and verifies that the contract has been procured in accordance with SRTA policies and procedures.
- b) CFO or designee assigns a P.O. number to the contract.
- c) Director of Procurement, or designee, forwards contract approval documents to the Executive Director for final execution. If a P.O. will serve as the formal SRTA contract then the Executive Director will sign the P.O.
- d) Upon execution of the P.O., the Director of Procurement or designee will retain the original executed document in the appropriate contract file and will upload an electronic copy of the executed document and corresponding P.O. to the electronic contract database and provide a copy of the P.O. to the designated SRTA technical lead.

6.4 Responsibilities – Payment

- a) SRTA project manager for the formal SRTA contract or P.O. supervises receipt of the goods or services specified for purchase on the P.O.
- b) SRTA project manager approves invoices for item(s) specified on P.O. by completing the check request form and having his or her Department Director approve.
- c) SRTA project manager completes the Fair and Reasonable Price Determination and project manager checklist. The check request form is approved by Department Director and CFO.
- d) Upon approval, the CFO forwards the check request form to Accounts Payable.

e) SRTA Accountant pays the invoice

Exhibit A

Definitions

A&E means Architectural and Engineering.

CFO shall mean the Chief Financial Officer of SRTA.

Chief Legal Officer means the Chief Legal Officer of SRTA.

Competition Adequacy shall have the meaning assigned to it in Section 3.10 (a)(1).

Competitive Proposals shall have the meaning assigned to it in Section 3.5(a).

Conflict of Interest means a situation in which an employee has a private or personal interest sufficient to appear to influence the objective exercise of his or her official duties. A conflict of interest represents a divergence between an employee's private interests and his or her professional obligations to SRTA such that an independent observer might reasonably question whether the employee's professional actions or decisions are determined by considerations of personal gain, financial or otherwise and/or are potentially to the detrimental to the SRTA.

Contracting Officer means the SRTA employee responsible for the specified procurement.

DBE means Disadvantaged Business Enterprises as defined by the Georgia Department of Transportation.

Design-Bid-Build shall have the meaning assigned to it in Section 3.8(a).

Design-Build shall have the meaning assigned to it in Section 3.9(a).

Director of Procurement means the Director of Procurement of SRTA.

DOAS means the Georgia Department of Administrative Services'.

Evaluation Committee means qualified persons approved by the SRTA to review and evaluate respondent firms' submittals.

Executive Director means the Executive Director of SRTA.

Financial Interest means an employee or their Relative is considered as having a financial interest in a contract to be awarded or executed by SRTA if the employee or their Relative: 1) holds an interest greater than 5% or with a fair market value of over \$25,000 in corporate stock, stock options, bonds or similar interests in the company to be awarded a contract with SRTA; 2) owns a majority interest in a company to be awarded a contract with SRTA; 3) received more than \$10,000 in consulting income, salaries, or equity from the company to be awarded a contract with SRTA; 4) has intellectual property rights in or receive royalties from the company to be awarded a contract with SRTA; 5) serves as a director, officer, partner, trustee, manager or employee of the company to be awarded a contract with SRTA; or 6) holds an interest in or position with the company to be awarded a contract with SRTA that could conflict with SRTA's interests, create a perception of impropriety, or could adversely affect SRTA's reputation.

GDOT means the Georgia Department of Transportation.

Gift means a gratuity, subscription, membership, trip, meal, loan, extension of credit, forgiveness of debt, advance or deposit of money, or anything of value as defined in O.C.G.A. §45-1-6.

GSA means U.S. General Services Administration.

IFB means Invitation for Bids.

Interested Party means any party with a direct economic interest in providing the goods or services sought in the procurement that is the subject of the protest or only those proposers/bidders who actually filed a timely and responsive proposal/bid that complies with the requirement of the procurement that is the subject of the protest.

IT shall mean Information Technology.

Large Purchase shall have the meaning assigned to it in Section 3.3(a).

Micro-Purchase shall have the meaning assigned to it in Section 3.1(a).

O.C.G.A means the Official Code of Georgia Annotated.

Piggyback Procurement shall have the meaning assigned to it in Section 3.10(7)

P.O. means Purchase Order.

Procurement Policy or Policy shall mean this Procurement Policy.

Protest Coordinator shall have the meaning assigned to it in Section 5.2(d).

Protest Decisionmaker shall have the meaning assigned to it in Section 5.2(e).

Relative means a spouse, parent, grandparent, child, brother, sister, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother, or half-sister.

Responder means a person or entity that submits a response to a solicitation and shall include the terms bidders, offeror, or contractor.

RFP means Request for Proposal.

SAM means the Federal System Awards Management System.

Sealed Bids shall have the meaning assigned to it in Section 3.4.

Small Purchase shall have the meaning assigned to it in Section 3.2.

Single Source shall have the meaning assigned to it in Section 3.10(6).

Sole Source shall have the meaning assigned to it in Section 3.10(a)(2).

SRTA means The State Road and Tollway Authority.

Third-Party Hearing Officer means the person appointed by the Executive Director to be the Protest Decisionmaker for protests filed under section 5.6.