

July 6, 2026

TO: All Public Relations Firms

RE: Request for Proposals (RFP)
IAG Service Corporation Professional Public Relations Services
IAG Service Corp. Contract No. 2026-02

I. INTRODUCTION

The IAG Service Corporation (IAGSC), a 501(c)(4) not-for-profit corporation incorporated in the state of Delaware for the purpose of serving the E-ZPass Interagency Group (IAG), invites proposals from qualified public relations firms to provide on-call public relations related services.

As used in this Request for Proposals (RFP) the term “Consultant”, shall mean the prime Consultant, the consulting firm with which a Consultant is affiliated (if any/Joint Venture) and the respective sub-consultants of the foregoing that comprise the team to be used for this Agreement as defined below.

This solicitation for a proposal (“RFP”) is for work to be performed on various Public Relations Assignments. One Consultant will be selected and the base term for the contract or contracts will be for three (3) years with two (2) one-year options solely determined by the IAGSC Projects will be assigned on an as-needed basis, and a not-to-exceed dollar amount for this contract will be \$150,000. Nothing contained herein is intended to provide a guarantee to the Consultant that the specified not-to-exceed amount will be utilized during the term of this Agreement. IAGSC reserves the option to extend/decrease the contract duration and/or increase/decrease the maximum dollar amount.

Individual assignments will be assigned to the Consultant on a task order basis after receipt and approval of a Proposal from the Consultant for each task specifically requested and outlined in the Problem Statement provided by IAGSC.

The intent of this RFP is for IAGSC to select a Consultant, based on the proposal submissions.

To respond to this RFP, the Consultant must have an office located in the United States. The Project Manager should be assigned to the same office.

The Consultant submitting a proposal must submit documentation verifying that it is pre-qualified as of the date of the proposal submission to do business in the United States. The Consultant must also provide Project Descriptions (client, fee, description of services) indicating project experience from the last three (3), as described under the Scope of Services of this RFP.

II. BACKGROUND

Mission of the IAG:

To provide strong value to its members and partners, support them in providing customers with a seamless, accurate, and interoperable method of collecting tolls and fees and facilitating other mobility payments

Vision:

To lead in transportation mobility payments in North America while delivering excellent value and customer satisfaction.

History:

In 1987, several toll agencies in the Northeast Corridor spanning New York, New Jersey and Pennsylvania began to explore the potential regional application of an emerging technology known as Electronic Toll Collection (ETC). ETC is a technological advance that allows a motorist traveling on a participating toll facility to pay their toll automatically from a prepaid account without having to fumble for cash or retrieve and present a toll ticket. By placing a small electronic transponder on a windshield of a car, that car can pass through a toll lane equipped with a “reader” that collects and transmits customer account status electronically to the appropriate toll agency and the correct toll is charged to or credited against that customer’s account.

In 1990, seven (7) toll facilities from the states of New York, New Jersey and Pennsylvania joined to form an alliance known as the E-ZPass Interagency Group (IAG). These seven (7) agencies represented almost 40% of all U.S. toll transactions and nearly 70% of all U.S. toll revenue. This unprecedented cooperative effort included representatives from the New Jersey Highway Authority (operator of the Garden State Parkway), the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority (operator of the Atlantic City Expressway), and the Metropolitan Transportation Authority (MTA) Bridges and Tunnels. The IAG’s goal was to implement a regionally compatible, non-interfering electronic toll collection system that would not only satisfy the divergent toll collection and traffic management needs of the seven (7) participating agencies but would also provide regional mobility and convenience to their customers.

Today the E-ZPass Program is the largest, most successful interoperable toll collection program anywhere in the world consisting of toll agencies/companies in 20 states, servicing more than 372 million accounts, 64 million tags and the collection of over \$14.75 billion dollars in electronic toll revenues. In 2016, the IAG Service Corporation (IAGSC) 501(c)(4) was formed to support the unique administrative, operational, and strategic needs of this growing collective.

The E-ZPass Program has continued to be innovative by implementing E-ZPass Plus which makes paying for parking at participating airports and garages easier along with E-ZPass-on-the-GO, a convenient package that contains a prepaid tag ready for use that is sold at convenient locations such as participating local convenience stores, rest areas, Department of Motor Vehicles or simply ordering online.

III. SCOPE OF SERVICES

The contract for on-call services is a general agreement between the IAGSC and the selected firm/individual to provide services related to public relations, press releases and communication strategies around high profile or exigent matters in the IAG. These services will be on an as-needed basis at the direction of the IAG Executive Management Committee (EMC) and as IAG Staff deem necessary. The services to be provided under this contract will be based on the needs related to projects, new members and tolling issues germane to the IAG. Specific items of work for each task will vary, however examples of tasks could include, but are not limited to, the following:

1. Provide on-call public relations services (press releases, media advisories, press statements, talking points, social media, media inquiries, and web content etc.) for pressing and crisis situations.
2. Develop a strategic public relations plan/strategy for exigent situations.
3. Track and provide media updates related to relevant media coverage.
4. Coordinate with IAG staff and provide guidance on social media outreach.
5. Liaise between the IAG and media outlets for coordination of interviews and identification of subject matter experts (SME).
6. Be available for discussion on communication strategy or guidance when called upon, including nights and weekends, if necessary.
7. Create and maintain updates to IAG media list, which may include:
 1. Online / social media
 2. Local, state, and national outlets, as appropriate
 3. Print
 4. TV
 5. Radio and podcasts

This media list with contact information (email/phone) will be provided to the IAG.

8. The above list is not intended to be exclusive; other services will likely be sought as the need arises. The statement of qualifications should include a fee estimate for these specific tasks; creative briefs with associated fees for services and individual tasks will be requested during the on-call contract.

IV. **QUALIFICATIONS**

Proposals should include the following information:

1. A summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience with national and/or multi-state organizations. Please be sure to include any tolling experience, the size of your tolling agency partners, and the staff who have experience in crisis communications, marketing, public relations, social media, and web content.

V. **PROPOSAL SUBMISSION**

Interest firms should submit a detailed proposal that includes:

1. A description of the services offered and how they meet the scope outline above.
2. A proposed fee structure, including hourly rates and any additional costs.
3. A timeline for implementation and initial setup.
4. A minimum of two, but no more than five, references (name, agency, title, address, email and telephone number) for recent similar or related work.

VI. **EVALUATION CRITERIA**

Proposals will be evaluated based on:

1. Experience and qualifications of the firm and assigned team.
2. Understanding of the scope of work and approach to service delivery.
3. Cost-effectiveness and value for money.
4. References and past performance.

VII. **PROPOSAL SCHEDULE**

The Proposal Schedule is as follows:

Schedule**Date**

Advertise RFP

July 6, 2026

Pre-Proposal Submission Meeting

July 15, 2026

Closing Date for Submittal of Inquiries

July 21, 2026

Response to Inquiries

July 29, 2026

Closing Date for Submission of Proposals**August 5, 2026**

Oral Interviews (if required)

Aug 31 - Sept 11

Anticipated Approval by the IAG Executive Management Committee

October 8, 2026

Anticipated Notice of Award

October 9, 2026

VIII. **SUBMISSION DEADLINE**

All proposals must be submitted by end of day Wednesday, August 5, 2026 to procurement@e-zpassiag.com

IX. **CONTACT INFORMATION**

For any questions or further clarifications, please contact:

IAG Procurements

procurement@e-zpassiag.comX. **SAMPLE CONTRACT**

See attached

ATTACHMENTS TO
REQUEST FOR PROPOSALS FOR
CONTRACT 2026-02
IAG SERVICE CORPORATION
PUBLIC RELATIONS CONSULTANT

IAG SERVICE CORP. CONSULTANT SAMPLE AGREEMENT**IAG SERVICE CORP. CONTRACT NO. 2026-02**

This Agreement (“Agreement”) effective this date of _____ by and between the **IAG SERVICE CORPORATION**, a Corporation created on the twenty-fourth day of March, 2016, that is a nonprofit organization organized exclusively for the purpose of promoting social welfare within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, hereinafter referred to as the IAG Service Corp., which is registered in the State of Delaware, and _____, which is registered in the state of _____ hereinafter referred to as “Consultant”.

WITNESSTH:

WHEREAS, the IAG Service Corp., on **July 6, 2026**, issued a **Request for Proposals** to perform on-call professional public relation services for various PR-related assignments herein included as Attachment “A”; and

WHEREAS, the parties entered into an agreement with regard to professional services of the Consultant to the IAG Service Corp. For the period of _____; and

WHEREAS, the parties now desire to enter into another agreement with regard to professional services of the Consultant to the IAG Service Corp. as fully set forth herein and in the attachments hereto for the period of January 1, 2027 through December 31, 2029; and

NOW, THEREFORE, in consideration of the mutual promises set forth, the parties hereto agree as follows:

ARTICLE I – WORK AND SERVICES**A. Subject and Statement of Work**

1. The scope of services to be provided under this Agreement shall be as outlined in the **Statement of Work** of the IAG Service Corp. The above referenced **Statement of Work** herein included as Attachment “A”. The Consultant’s **Fee Schedule** is attached hereto as Attachment “B”. In the event of conflicts, inconsistencies or discrepancies between and/or within the contract documents including, but not limited to, the IAG Service Corp. **Statement of Work** and the Consultant’s **Fee Schedule** and included fee structure, any problem statement or any specific Task Order Assignment, the Consultant shall provide the better quality or greater quantity of scope of services, at no additional cost to the IAG Service Corp., in accordance with the IAG Service Corp. interpretation.

Specific Task Order Assignments shall be issued by the IAG Service Corp. on an as needed basis, as determined by the IAG Service Corp. in its sole discretion, and such Task Order Assignments shall be performed under the direction of the Executive Director and/or their designee. When the services of the Consultant are desired by the IAG Service Corp., the Executive Director and/or their designee will provide the Consultant with a request for each assignment. The Consultant may be requested to submit a detailed scope of services and fee proposal for each assignment, which the Consultant indicates will address the problem statement, to the Executive Director and/or their designee within five (5) working days or fewer if required by the IAG Service Corp.

2. The term of this Agreement shall be through _____ from the date of execution of this Agreement, with tasks assigned by the IAG Service Corp. to the Consultant on an as-needed basis, as determined in the IAG Service Corp. sole discretion; provided however, the IAG Service Corp. reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the IAG Service Corp., in its sole discretion.
3. In the event a dispute arises concerning the meaning of the scope of services or the work required to be performed under this Agreement, the dispute shall be handled as further described in Article V, Section H-Disputes.

B. Staff and Facilities

1. The Consultant shall designate a single point of contact with the IAG Service Corp. for all matters relating to this Agreement. This person shall be authorized to submit requests for each Task Order Assignment and negotiate the cost for any and all Task Order Assignments requested of the Consultant.

2. The Consultant agrees that it will at all times employ, maintain and assign to the performance of this contract a sufficient number of competent and qualified professional, technical and other personnel adequate and sufficient for the prompt and satisfactory performance of this Agreement.
3. Any person employed in or assigned to the performance of work or services hereunder by the Consultant shall be removed from such work or services upon notice from the IAG Service Corp. Executive Director and/or their designee.
4. The Consultant shall not employ the IAG Service Corp. employees in the performance hereof.
5. The Consultant agrees that it will at all times cooperate and coordinate its work with the work and requirements of the IAG Service Corp., its Executive Director and/or their designee and all other IAG Service Corp. personnel for the prompt performance of this Agreement.

C. Supervision

1. The Consultant agrees that a Principal Officer of the Consultant will, at all times, have personal direction and charge of the Consultant's work to be performed hereunder and be available for meetings with the IAG Service Corp. Executive Director and/or their designee.
2. The Consultant agrees that all personnel and facilities of its principal office will be utilized for the performance of this Agreement.
3. Nothing in this Article I.C shall be deemed or construed to revise, modify, diminish or impair the obligations of the Consultant to furnish the services and to perform as specified in Article I. A.

D. Confidentiality

In the performance of the services for the IAG Service Corp., the Consultant will receive information and knowledge respecting the confidential details of the business of the IAG Service Corp. Accordingly, Consultant agrees that Consultant, except as specifically authorized in writing by the IAG Service Corp., shall not at any time use for Consultant or disclose to any person or entity any such knowledge or information heretofore or hereafter acquired. Consultant further agrees that all memoranda, notes, records, papers, or other documents and all copies thereof relating to the IAG Service Corp., some of which may be prepared by the Consultant, and all objects associated therewith in any way obtained by Consultant shall be the property of the IAG Service Corp. This shall include, but is not limited to, documents and objects relating to the IAG Service Corp., its facilities, personnel or officials. Consultant shall not, except for use in performance of services to the IAG Service Corp., copy or duplicate any of the aforementioned documents or objects, nor use any information concerning them except for the IAG Service Corp. benefit, either during Consultant's performance of services to the IAG Service Corp. or thereafter. Consultant agrees that Consultant will deliver all the

aforementioned documents and objects that may be in Consultant's possession to the IAG Service Corp. on termination of consultant's services for the IAG Service Corp., or at any other time on IAG Service Corp. request, together with Consultant's written certification of compliance.

1. Consultant agrees that Consultant will not, except as specifically authorized in writing by the IAG Service Corp., disclose to others, use for Consultant's own behalf or otherwise appropriate, copy or otherwise reproduce, or make any use of any knowledge or information of or relating to the IAG Service Corp. its facilities, personnel or officials.
2. Consultant agrees not to disclose or use, either during or after the term of this Agreement, any proprietary or Confidential Information of the IAG Service Corp. without the IAG Service Corp's prior written permission except to the extent necessary to perform services on IAG Service Corp's behalf.

ARTICLE II – AUTHORITY OF EXECUTIVE DIRECTOR AND/OR THEIR DESIGNEE AND

CONSULTANT

A. Executive Director and/or their designee

1. The Consultant agrees that it will faithfully execute and promptly comply with the requirements and direction of the IAG Service Corp. Executive Director and/or their designee.

B. Consultant

1. The Consultant agrees that, in the performance of this Agreement, it is and will, at all times, remain an independent contractor. The Consultant further agrees that it will not bind the IAG Service Corp., its Executive Director and/or their designee or any officers or employees of the IAG Service Corp. except as authorized in writing by the Executive Director and/or their designee.

C. Employee of Consultant

1. The parties hereto agree that neither the Consultant nor any person in its employ, shall be deemed, construed or become an employee of the IAG Service Corp. and that all instructions and directions given to the Consultant or to any of its employees by the IAG Service Corp., the Executive Director and/or their designee, or employee of the IAG

Service Corp. shall be for general guidance of the Consultant only.

ARTICLE III – COMPENSATION OF CONSULTANT

A. Terms of Compensation

1. For, and in consideration of the services performed by the Consultant under this Agreement, the IAG Service Corp. shall pay the Consultant up to an amount not-to-exceed \$_____ Notwithstanding anything else to the contrary in this Agreement or any attachments hereto, this Agreement is not intended to provide a guarantee to the Consultant that the specified not-to-exceed dollar amount will be utilized during the term of this Agreement. Notwithstanding anything else to the contrary in this Agreement or any Attachments hereto, the IAG Service Corp. reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the IAG Service Corp., in its sole discretion

Individual tasks will be assigned by the IAG Service Corp. to the Consultant on a task order basis after receipt and approval by the IAG Service Corp. of a proposal from the Consultant for each task specifically requested and outlined in the Problem Statement prepared by the IAG Service Corp. The services for this Agreement are assigned by the IAG Service Corp. on an **as-needed basis**, as determined by the IAG Service Corp., in its sole discretion.

2. If, during any stage of the services performed under this Agreement, a change is ordered by the IAG Service Corp., which results in additional costs to the Consultant that go beyond the threshold of the agreed upon not-to-exceed amount, it shall be the Consultant's responsibility to so notify the IAG Service Corp. Executive Director and/or their designee and request approval of same before the Consultant performs this work.
3. The IAG Service Corp. shall have the right to decrease the scope of any Task Order Assignment or terminate any Task Order Assignment at any time and for any reason upon written notification of the Executive Director and/or their designee. In such an event, the Consultant will be fully compensated for work properly performed prior to the notification of reduction in scope or termination of work.
4. If during any stage of the services performed under this Agreement, a change is ordered by the IAG Service Corp. which is deemed by the IAG Service Corp. to be caused by an error or omission on the part of the Consultant, its agents, servants, and/or employees, the Consultant shall perform all services necessary to correct such error and omission at no cost to the IAG Service Corp.

B. Periodic Statements

1. Whenever, the Consultant is entitled to any payment hereunder, the Consultant shall present to the IAG Service Corp. a verified statement, supported by such original or other records and receipts as the IAG Service Corp. may request, all on forms and in accordance with the payment and audit procedures of the IAG Service Corp., which statements shall set forth all items paid by the Consultant for which reimbursement may be demanded

hereunder. Such statement, when approved by the IAG Service Corp. as to form and items of claim, shall be paid within thirty (30) days of presentation.

The format for submitting invoices shall be consistent with the requirements as deemed acceptable to the IAG Service Corp. Sample invoices shall be submitted to the IAG Service Corp. for approval a minimum of two weeks prior to the first official request for payment.

ARTICLE IV – SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS

A. Assignment or Transfer of Contract

1. The Consultant shall not sell, transfer, assign or otherwise dispose of this contract or any interest therein to any party, except upon such terms and conditions as the IAG Service Corp. may approve.

B. Subcontracts

1. The Consultant may obtain by subcontract, subject to written approval of the IAG Service Corp. Executive Director and/or their designee, such supplemental professional and non-professional services or independent consultants as are necessary for the proper performance of this Agreement.

ARTICLE V – LEGAL AND PUBLIC RELATIONS

A. Legal and Public Assignment or Transfer of Contract

1. In carrying out the provisions of this contract or in exercising or claiming to exercise any official power or authority, neither the IAG Service Corp. officers or employees shall have or incur any personal liability nor shall any claim of personal liability be asserted against any of them by the Consultant or its agents or employees.

B. Loss or Damage to Property of the IAG Service Corp.

1. The Consultant shall care for and protect all property of the IAG Service Corp. which comes into the possession or custody of the Consultant, and shall at its own cost and expense, repair or restore any such property which is lost or damaged due to the negligence or default of the Consultant, its agents, servants, and/or employees in the performance of professional and non- professional services under this Agreement.

C. Indemnification

1. With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and subconsultants under this contract, the Covered Party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the IAG Service Corp., and the employees, agents, assigns and affiliates (collectively, the

“Indemnified Parties”) from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, “Damages”), to the extent that such Damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as “Fault”) of the Covered Party, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party’s Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

The laws of the State of Delaware shall apply to the construction of the indemnification set forth herein without regard to any conflicts of laws provisions.

D. Claims

1. The IAG Service Corp. shall as soon as practicable after a claim has been made against it give written notice thereof to the Consultant. If suit is brought against the IAG Service Corp., the IAG Service Corp. shall forward to the Consultant written notice thereof as soon as practicable after receipt of notice of such suit by the IAG Service Corp.
2. The Consultant shall have the right to choose counsel in defense of any claims or suits that it defends pursuant to the above indemnification obligation. IAG Service Corp. shall have the right to approve election of such counsel by Consultant. In the event IAG Service Corp. determines that any counsel previously approved is not performing satisfactorily, IAG Service Corp. shall have the right to require that Consultant either choose a replacement counsel acceptable to the IAG Service Corp. or engage additional counsel for the IAG Service Corp. who is acceptable to the IAG Service Corp.

E. E. Non-Discrimination

1. During the performance of this Agreement, the Consultant and his sub-consultant agree that it will not discriminate against any employee, applicant for employment, independent Consultant, or any other person because of age, race, creed, color, religion, national origin or non-job disability.

F. Laws to be Observed

1. The Consultant shall at all times observe and comply with all applicable federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the work, and shall indemnify and save harmless the IAG Service Corp. and its officers, agents and servants from any violation of any such law, ordinances, ruling, and regulations, whether such violations be by the Consultant or any subconsultant, or any of their agents or employees.

G. Familiarity with Laws, Ordinances, Rules, and Regulations

1. The Consultant shall familiarize itself with all federal, state and local laws, ordinances, rules, and regulations including, but not limited to, the latest amended municipal building codes, rules and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work or in any way affecting the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Consultant shall discover any provision in this Agreement, which is contrary to or inconsistent with any law, ordinance, rule or regulation, he shall forthwith report it to the IAG Service Corp. in writing.

H. Disputes

1. In the event a dispute arises concerning the meaning of any term used in this Agreement or the work required to be performed under this Agreement, the dispute shall be decided by the IAG Service Corp. Executive Director and/or their designee or his duly authorized representative within fifteen (15) days after notice thereof in writing which shall include a particular statement on the grounds of the dispute. The Consultant shall have ten (10) days after receipt of the decision in which to file a written appeal thereto. The pendency of a dispute shall not excuse or justify any interruption or delay in the Consultant's performance of this Agreement which shall proceed with due diligence.

I. Dissemination of Information

1. Information included in this Agreement or the attachments hereto or in any ways associated with this project is intended for use only by the IAG Service Corp. and the Consultant and is to remain the property of the IAG Service Corp. Under no circumstances shall any of said information be published, copied or used in any other fashion or for any other purpose.

J. News Releases

1. No news releases pertaining to this Agreement or the project to which it relates shall be made without prior written approval by the IAG Service Corp., and then only in coordination with the IAG Service Corp.

ARTICLE VI – WORK, SERVICES AND CHANGES THEREIN**A: Work to Become the Property of the IAG Service Corp.**

1. All notes, designs, drawings, specifications and other technical data of the Consultant, as well as job related records and other data including, but not limited to, electronic data, concerning the work hereunder shall become the property of the IAG Service Corp. and the IAG Service Corp. shall have the right to use all or any part thereof for the purpose, including, but not limited to, the construction, supervision or design of any structures or facilities for the sole purpose of the IAG Service Corp., when and where the IAG Service Corp. may determine, without any claims on the part of the Consultant for additional compensation. All of the foregoing items shall be delivered to the IAG Service Corp. whenever requested by it, and, in any event, upon completion of the work hereunder.

ARTICLE VII – CONSULTANTS INSURANCE

Prior to commencement of any work under this contract and until final payment is made for the work under this contract (unless otherwise stated herein), Consultant (hereinafter the “**Covered Party**”) shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of A-: Class VII or better, and furnish to the IAG Service Corp. Certificates of Insurance evidencing same.

Notwithstanding anything herein to the contrary, if any part of the work under this contract is to be performed by a subcontractor, sub-subcontractor and/or agent of the Covered Party, the Covered Party (as applicable) shall be responsible for each subcontractor, sub-subcontractor and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each subcontractor, sub-subcontractor and/or agent, as specified in, and in accordance with, the paragraphs below. This contract that the IAG Service Corp. is entering is solely with the Covered Party and the Covered Party shall be solely responsible for all acts or failures to act of each of its subcontractors, sub-subcontractors and/or agents as if the actions or failures to act are the actions or failures to act of the Covered Party. The Covered Party expressly acknowledges and agrees that the IAG Service Corp.’s willingness to enter into this contract is premised on the Covered Party taking responsibility for, and indemnifying, defending and holding harmless the IAG Service Corp. from and against, the acts and failures to act of each of their respective subcontractors, sub-subcontractors and/or agents. Nothing herein shall otherwise limit or alter the Covered Party’s obligation to seek prior approval of subcontractors, sub-subcontractors and/or agents from the IAG Service Corp., as such requirement may be set forth in the Agreement.

1. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

\$ 1,000,000 Per Occurrence/Per Claim (Maximum Self-Insured Retention - \$50,000)

Primary Additional Insureds:

The Certificate of Insurance is to name the IAG Service Corp. as ADDITIONAL INSURED on the insurance aforementioned.

The Certificate is also to indicate that the Covered Party's policies are **primary** and non-contributory. The coverage offered to the Additional Insureds on the Covered Party's liability policies shall be **primary** and non-contributory coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

Covered Party shall continue to maintain the IAG Service Corp. as Additional Insureds for at least one (1) year after final payment under the Contract.

30 Days Notice of Cancellation, Non-Renewal and Material Change:

Covered Party shall provide the IAG Service Corp. at least thirty (30) days' prior written notice in the event of cancellation, non-renewal, modification, or material change to the insurance policies.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the IAG Service Corp. and all Additional Insureds where applicable on all policies:

- a. The Covered Party waives all rights of recovery against the IAG Service Corp. and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this contract.
- b. The Covered Party hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the IAG Service Corp. and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this contract.
- c. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

Certificate of Insurance:

The Covered Party shall submit a certificate of insurance and any copies of any and all policies and endorsements upon execution of this contract. Furthermore, updated certificates and corresponding policies and endorsements shall be provided by the Covered Party to the IAG Service Corp. in a timely manner as they are renewed and/or executed.

In no event shall the Covered Party begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the IAG Service Corp.

Settlement of Insurance Claims:

The Covered Party shall make every effort to settle all claims in an expeditious and equitable manner. Provide the IAG Service Corp. with the name, address and telephone number of the person authorized to act on behalf of the Insurance Company for the project at the preconstruction conference. Promptly inform the IAG Service Corp. and the insurance company in writing, of any written or oral notification of an alleged claim.

ARTICLE VIII – RECORDS AND ACCOUNTS, INSPECTION AND AUDIT**A. Consultant's Records and Accounts**

1. The Consultant agrees to keep records and books of account showing the actual cost to and payment by it of all items of whatever nature for which reimbursement is authorized under the provisions of this Agreement. The system of accounting and the kind and detail of books and records shall be subject to the approval of the IAG Service Corp.

ARTICLE IX – TERMINATION**A. Default of Consultant**

1. In the event that this Agreement or any part thereof has been abandoned, is unnecessarily delayed on the part of the Consultant, or is not being performed satisfactorily, or the Consultant is willfully violating any provisions of this Agreement or is performing same in bad faith as determined at the sole discretion of the IAG Service Corp. Executive Director and/or their designee, the IAG Service Corp. Executive Director and/or their designee may declare the Consultant in default and notify him, in writing to discontinue further performance of the services required under this Agreement. The IAG Service Corp. shall recover the costs of completing the services under this Agreement by deducting such amounts of monies due or to become due to the Consultant hereunder, and the Consultant agrees to pay any deficiency in such recovery to the IAG Service Corp. upon demand.

B. Termination at IAG Service Corp. Own Interest

1. The Agreement may be terminated, in whole or in part, by the IAG Service Corp. upon fifteen (15) calendar days written notice to the Consultant, whenever the IAG Service

Corp. deems it advisable to do so in its own interest. Upon receipt of such notice from the IAG Service Corp., the Consultant shall (but in the event of a partial termination, only to the extent of the work terminated), except as otherwise directed by the IAG Service Corp.:

- a. Discontinue work under this Agreement on the date fixed for termination in the notice of termination.
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.
- c. Cancel (or if so directed by the IAG Service Corp., transfer to the IAG Service Corp.) as of the date fixed for termination or such earlier date as the IAG Service Corp. may direct, all orders, subcontracts, and agreements relating to the work or services and assign to the IAG Service Corp., in the manner and to the extent directed by the IAG Service Corp., all of the right, title and interest of the Consultant under the orders, subcontracts and agreements so cancelled or transferred.
- d. Settle and pay, to the extent directed or authorized by the IAG Service Corp., claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work and services or of any subcontract, order or agreement pursuant hereto.
- e. Transfer and deliver to the IAG Service Corp., in the manner, to the extent and at times directed by the IAG Service Corp., the completed and uncompleted work, supplies, material and other property produced as part of or acquired in the performance of the work and services.
- f. Take such action (whether before or after the termination date) as the Consultant may deem necessary or as the IAG Service Corp. may direct for the protection and preservation of property, which is in the possession of the Consultant, and in which the IAG Service Corp. has or may acquire an interest.

C. Payment Upon Termination in the Interest of the IAG Service Corp.

1. In the event that this Agreement is terminated by the IAG Service Corp. under the provisions of Article IX.B.1, the IAG Service Corp. shall pay the Consultant for such work or services that the Consultant has performed in such amounts as the IAG Service Corp. determines to be just and proper under all circumstances; provided, however, the Consultant shall not be entitled to receive any compensation greater than the compensation for work properly performed prior to the notification of termination. Furthermore, and without limiting the foregoing, in no event shall the Consultant's or any of its agents' loss of anticipated profits be relevant in determining the amount of such payments.

ARTICLE X – SUCCESSORS OF THE PARTIES

A. Successors of Parties

1. This Agreement shall bind the Consultant, its heirs, executors, administrators, successors

and assigns and shall inure to the benefit of the IAG Service Corp. and its corporate successors.

ARTICLE XI – DEFINITIONS

1. The term “Executive Director and/or their designee”, whenever appearing herein, means the IAG Service Corp. Executive Director and/or their designee, and shall be deemed to include the respective successor or successors and any authorized agent representative or designee of any of them.
2. The term “Consultant”, whenever appearing herein, shall be deemed to include any successor and the principal officers, project manager, resident engineer and any other agent, officer or employee of the Consultant actually in charge of any work under this Agreement.

ARTICLE XII – MISCELLANEOUS

- A. Notice. All demands, notices, requests and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt therefore, sent by certified mail, return receipt requested, first class postage prepaid, or sent by nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the following address:

If to the IAG Service Corp: IAG Service Corp.
200 Continental Drive, Ste 401
Newark, DE. 19713
Attn: P.J. Wilkins, Executive Director

If to the Consultant:

Either party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Article XII.A. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day following delivery to such delivery service.

Either party may opt to send notice via electronic communication upon agreement by the recipient.

- B. Amendments and Waivers. Any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived only with the written consent

of the party against whom such amendment or waiver is sought to be enforced.

- C. Forum Selection/Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of Delaware, as the IAG Service Corp. so desires, without application of conflict of law provisions applicable herein. The parties agree that the state courts located in any state court of the State of Delaware, and the United States for the District of Delaware, as the IAG Service Corp. so desires, shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the parties hereby submit themselves to the jurisdiction of such courts.
- D. Limitation of Actions. Any action by either party in connection with or arising from this Agreement must be commenced within the shorter of two (2) years after the expiration or termination of this Agreement or expiration of the applicable statute of limitations.
- E. Entire Agreement. This Agreement, including any Attachments and Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.
- F. Order of Precedence. Consultant agrees to comply with all of the terms and conditions set forth in this Agreement and in the other Attachments and Exhibits. If any conflict or discrepancy should arise in the terms, conditions, or technical documents of this Agreement or the interpretation thereof, the order of precedence for resolution shall be: Agreement, Statement of Work, Consultant's fee structure.

In Witness Whereof, the parties have caused this Agreement to be executed under their hands and seals.

IAG SERVICE CORP:

CONSULTANT:

Signature

Signature

Print

Title

Print

Title

ATTACHMENT A
STATEMENT OF WORK (SCOPE OF SERVICES)

IAG Service Corporation
200 Continental Drive, Suite 401
Newark, DE 19713

SCOPE OF SERVICES

The contract for on-call services is a general agreement between the IAG Service Corp. and the selected firm/individual to provide services related to public relations, press releases and communication strategies around high profile or exigent matters. These services will be on an as-needed basis at the direction of the IAG Service Corp. Executive Director and/or their designee. The services to be provided under this contract will be based on the needs related to projects, new IAG members and tolling issues germane to the IAG Service Corp. Specific items of work for each task will vary, however examples of tasks could include, but are not limited to, the following:

1. Provide on-call public relations services (press releases, media advisories, press statements, talking points, social media, media inquiries, and web content etc.) for pressing and crisis situations.
2. Develop a strategic public relations plan/strategy for exigent situations.
3. Track and provide media updates related to relevant media coverage.
4. Coordinate with IAG Service Corp. staff and provide guidance on social media outreach.
5. Liaise between the IAG Service Corp. and media outlets for coordination of interviews and identification of subject matter experts (SME).
6. Be available for discussion on communication strategy or guidance when called upon, including nights and weekends, if necessary.
7. Create and maintain updates to IAG Service Corp. media list, which may include:
 1. Online / social media
 2. Local, state, and national outlets, as appropriate
 3. Print
 4. TV
 5. Radio and podcasts

This media list with contact information (email/phone) will be provided to the IAG Service Corp.

8. The above list is not intended to be exclusive; other services will likely be sought as the need arises. The statement of qualifications should include a fee estimate for these specific tasks; creative briefs with associated fees for services and individual tasks will be requested during the on-call contract.

**ATTACHMENT B
CONSULTANT FEE SCHEDULE**