



ATL SOLITCITATION #26-004

GENERAL PLANNING SERVICES

Atlanta-Region Transit Link Authority

245 Peachtree Center Avenue
Suite 2300
Atlanta, Georgia 30303

SCHEDULE OF EVENTS

RFP Posting Date	October 20, 2025
Deadline for Proposer Written Questions	November 3, 2025 at 2:00 PM EST
PROPOSAL SUBMISSION DEADLINE	November 21, 2025 at 2:00 PM EST



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1. GENERAL INFORMATION

1.1 PURPOSE OF PROCUREMENT

The ATL is issuing this Request for Proposals (RFP) to professional multi-disciplinary consultant firms, hereinafter referred to as “the Consultant” or “Proposer,” for General Planning Services to support programs in Service Categories across the Authority in subjects such as:

- General Planning
- Funding, Finance, and Administrative Services
- Operations, Technology, and Strategic Services

1.2 ABOUT THE ATL

The Atlanta-Region Transit Link Authority or “The ATL” was created by the Georgia Legislature in 2018 under O.C.G.A § 50-39-3 to serve as a regional transit planning, funding, and policy coordination authority. Its primary purpose is to provide a more seamless customer experience by better connecting multiple transit systems operating in the 13-county ATL region. The ATL is comprised of 10 Districts that extend across county jurisdictional boundaries in order to facilitate transit planning and coordination activities.

STUDY AREA

The Consultant will perform the services set forth in this Scope within the Atlanta-region Transit Link Authority’s 13-county area. This consists of the following: Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Rockdale, and Paulding counties.

PROJECT BACKGROUND AND PURPOSE

The ATL found success using its 2022 General Planning and Technical Services (“GPTS”) contract to undertake work to support the agency’s 3C’s: Competitiveness, Customer Focus, and Cross-County Connectivity. The GPTS contract allowed the ATL to work nimbly and efficiently on priority projects at various budgets and time scales through its prequalified relationships with consultants in various fields. The ATL now seeks to reestablish these contractual relationships with consulting firms under the conditions set out below.

1.3. TYPE AND TERM OF CONTRACT

The ATL is soliciting Consultants to enter into a Basic Ordering Agreement whereby the Consultant is prequalified to compete for Task Orders on an “as needed” and “as requested” basis. Each task order may vary in its size and scope. The contract to be awarded by the ATL shall be for a period of three (3) years (“Initial Term”) with up to two (2) renewal options of one (1) year each. A successful Consultant will be required to demonstrate that it possesses the necessary expertise in-house, or that it has the ability to acquire the expertise through sub-consulting agreements.

The Consultant shall perform all necessary services provided under this contract within and in support of the ATL and planning partner jurisdictions.

REQUIREMENTS FOR PROFESSIONAL REGISTRATION

No tasks will involve final designs or engineering specifications in the scope of this contract. The ATL’s standard requirement is that the design of architectural, structural, mechanical, electrical, civil or other engineering features of the work shall be accomplished and/or reviewed and approved by architects or engineers registered to practice in the particular professional fields involved in the jurisdiction, in which the project being designed will be constructed.

CONSULTANT TEAM FORMATION

Consultants should submit proposals that include a single firm as the “Prime Consultant” and as many additional “Subconsultant” firms as necessary to demonstrate the expertise needed to address all work contained in the Scope of Work. A group comprised of a Prime Consultant and several Subconsultants will hereinafter be referred to as a “Consultant Team.”

Individual consultant firms are allowed to submit one (1) proposal as a Prime Consultant. Prime Consultants are not allowed to submit as Subconsultants on other teams. Consultants that do not submit a proposal as a Prime are allowed to submit as Subconsultants on up to three (3) Consultant Team proposals.

1.4 SCOPE OF WORK

The Scope of Work described herein is a general guide illustrating the ATL’s work program and potential tasks the Consultant may expect. The Scope of Work is not intended to be a complete list of all work and materials necessary to complete the assigned tasks. Consultant will execute a range of tasks over the term of this contract, which may include any or all of the following:

General Planning

Transit planning is at the core of the ATL’s responsibilities. In particular, the ATL Regional Transit Plan (ARTP) will identify a series of project, policy, and program recommendations. The ATL may require support in further studying, designing, and implementing those recommendations as well as other regional work activities. The ATL may also require support planning for the future of ATL Xpress, continuing to strengthen our role not only as a planning authority but also as a regional service provider.

An informative, engaging, robust, and strategic communications practice is essential to the ATL’s ability to better serve current customers, attract new customers, build awareness of our services, and build trust in our stakeholders resulting in increased community and financial support. The ATL may require Consultant support to effectively convey these efforts using language that is accessible to the business community and elected officials.

General Planning services may include the following:

- ATL Regional Transit Plan (including developing amendment and administrative modifications for Plan revisions during off-cycle years)
- Annual Transit Report
 - Collect system performance data, financial data, planning information, and general service information from multiple transit operators within a region
 - Translate data analyses and trends into compelling narratives, connect findings to the ATL's work program and the region's needs, and create a graphically rich final document
- Regional Mode Standards
- Transit Oriented Development – asset concession CRE
- State-owned Asset Concession planning, including market analysis, grant application preparation and administration, and general project management
- Group Transit Asset Management Plan
- In-Person Employment Center studies
- Corridor or small area studies, including station area planning
- City or county transit master plans
- Multi-county/multi-jurisdiction transit plans
- Regional programmatic evaluations (ie: vanpool, microtransit, etc.)
- Alternatives analysis (AA) and draft environmental impact statement (DEIS)
- Support the ATL's Local Transit Planning and Technical Assistance Program
- Develop executive summaries and other materials to communicate ATL's Planning Program and Xpress Program across various platforms and methods, and to a variety of stakeholders, including local, state, and federal elected officials, transit operators, the business community, and the public
- Conduct technical analysis such as socioeconomic analyses, access and affordability analyses, cost-benefit analyses, and ridership modeling
- General data development and maintenance; develop dashboards

Funding, Financing, and Administrative Services

One of the ATL's chief responsibilities is to manage and provide a strategy for how to allocate the region's limited resources. The ATL may require support in closing fundings gaps to advance priority projects and programs, ensuring they are completed in a timely fashion and within budget. Consultant project managers will be responsible for the overall direction, coordination, implementation, execution, and completion of specific tasks or projects; and have experience managing transportation and/or other technology related projects. Additionally, the ATL may require support with compliance programs and other administrative needs.

Funding, Financing, and Administrative services may include the following:

- Develop and support regional strategy for discretionary grant opportunities, including
 - Identify projects for programs such as CIG
 - Write grant application
 - Support with FTA grants administration
- Support across ATL program areas, including
 - DBE
 - Subrecipient monitoring
 - Title VI
- Support with the Program of Projects
- Support of the Atlanta region's Transit Trust Fund program

- Develop subrecipient management procedures and supporting materials
- Planning-level and budget-level financial modeling
- Support with loan programs including TIFIA
- Develop and review service costs and infrastructure project costs
- Update/develop FTA Formula Funding Suballocation Policy
- Develop regional procurement strategies and contract vehicles

Operations, Technology, and Strategic Services

The ATL and our operator partners strive to provide cost-efficient, convenient, and safe service, making transit the most attractive mobility option. To that end, the ATL and our partners may require support with scheduling and service planning, optimizing performance, analyzing transfer center/mobility hub capacity, and facility planning. The ATL may also require support to explore applications of cutting-edge and proven technologies and other innovations that can improve the system impact on the environment, reduce time in traffic, and improve the transit experience for both ATL Xpress service and operator partner service. These drivers and disruptors of traditional transit service may relate to but are not limited to fare payment, trip planning and making, and vehicle propulsion systems.

Operations, Technology, and Strategic services may include the following:

- Support with service deployment(s)/implementations and service changes, including developing service design standards, implementing service optimizations, supporting scheduling, monitoring performance, and managing maintenance for ATL Xpress and other operator partners
- Support comprehensive service planning for regional transit
 - Develop service design standards for ATL Xpress and regional operating partners
 - Development, coordination, and implementation support for first-mile/last-mile connectivity at key transit hubs and Park & Ride locations
 - Support regional fare collection and payment technology, ensuring integration with existing systems (fareboxes, mobile ticketing platforms, CAD/AVL, CCTV, radios, etc.) and coordination with partner transit providers
 - Develop and support regional transit signal priority
- Support regionwide technology assessment and deployments, including
 - Real-time capabilities including GTFS feed development and maintenance, operations coordination and incident management protocols across operator partners
 - Develop a multi-year Regional Technology Assessment
 - Submit federal and state data submission(s) (including NTD)
 - Develop and monitor performance dashboards with KPIs for service reliability, on-time performance, ridership, and customer satisfaction
 - Collect and analyze rider feedback to inform service improvements, customer experience strategies, and communication efforts
 - Create and maintain Xpress and regional data warehouses, including GIS, ridership and service, financial, and other data types
- Update various operational plans, including a Comprehensive Operational Analysis, Public Transportation Agency Safety Plan (PTASP), Capital Programs, ADA assessments, and Transit Asset Management plans
- Support with infrastructure planning and usage analysis, for O&M facilities, customer facilities, Park and Ride lots, and other assets
- Conduct service and maintenance audits to ensure operational efficiency, safety, compliance, and adherence to performance standards
- Support fleet planning and maintenance, infrastructure development, and performance monitoring

- including zero-emission vehicles
- Develop and support training programs for regional partners on new systems, safety requirement, service delivery, and best practices.

1.5 SOLICITATION SCHEDULE

The Schedule of Events set out herein represents the ATL's estimate of the schedule that is planned to be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule is delayed, the Schedule of Events may be shifted as appropriate and at the ATL's discretion. Any changes to the Schedule of Events up to the Proposal Submission Deadline will be posted to the ATL website at <https://atltransit.ga.gov/doing-business-with-atl/>, and in appropriate NIGP Code categories on the Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp. It is the responsibility of interested respondents to stay updated by checking the website(s) for information and addenda. After the Proposal Submission Deadline, the ATL reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the Contract term on an as-needed basis with or without notice. The following schedule of events shall be followed unless so adjusted:

Schedule of Events

RFP Posting Date	October 20, 2025
Deadline for Proposer Written Questions	November 3, 2025 at 2:00 PM EST
PROPOSAL SUBMISSION DEADLINE	November 21, 2025 at 2:00 PM EST

1.6 CONTACT INFORMATION AND RESTRICTIONS ON COMMUNICATIONS

From the date of issuance of this solicitation, and until the date of Contract award or Procurement cancellation by ATL, Proposers are not allowed to communicate for any reason with any ATL (or relevant participant stakeholders of the procurement) regarding this procurement or scope herein. All Proposer communications concerning this solicitation shall be directed to the Issuing Officer as prescribed herein. Prohibited communication includes all contact or interaction regarding this solicitation, including, but not limited to, telephonic communications, emails, faxes, letters, texts, or personal meetings. Unauthorized contact regarding this solicitation may result in disqualification.

All inquiries, offers, submissions, and/or other correspondence regarding this solicitation (excluding protests submitted in accordance with Part 1, Section 2.9 below) must be directed in writing to:

Charnele Dobbins, Issuing Officer
Atlanta-region Transit Link Authority
245 Peachtree Center Avenue NE
Suite 2300 Atlanta, Georgia 30303
Email: cdobbins@atltransit.ga.gov

2 SOLICITATION TERMS AND CONDITIONS/INSTRUCTIONS TO PROPOSERS

2.1 DEADLINE FOR SUBMISSION OF PROPOSALS/LATE PROPOSALS

Proposals submitted in response to ATL Solicitation No. 26-004 must be received by ATL no later than **2:00 p.m. (EST) on November 21, 2025** to ensure that they are evaluated for Contract award by the Evaluation Committee for this procurement. Proposals received after the submission deadline will not be evaluated.

2.2 FORMAT OF PROPOSALS

Each Proposer shall submit **one (1) technical proposal** to the Dropbox link below:

<https://www.dropbox.com/request/l6cy2uO4o3Wrl8hmaxDd>

The technical proposal shall consist of all offer documents and supporting documentation requested in the RFP ("Technical Proposal"). The Offer documents #1 through #17 are being provided in conjunction with issuance of this RFP. Note- **Offer Document 8- Price Proposal is NOT REQUIRED as it is not applicable for this RFP phase.**

The Technical Proposal must be submitted through the Dropbox link in this RFP document by the Proposal Submission Deadline for the Proposer's submission to be eligible for evaluation and consideration for Contract award. **No mailed, faxed, or hand delivered proposals will be accepted.**

If a Proposer submits an affidavit referred to in Section 2.7 (Confidential/Proprietary Information), one (1) electronic copy in searchable PDF format labeled "ATL Solicitation No. 26-004 [Proposer Name] [Copy of Non-Confidential Portion of Proposal]" that excludes any records attached to such affidavit with no file to exceed 50MB.

All proposals must be prepared and submitted in accordance with the proposal format and content requirements specified in Section 3 below. Proposals must be typed. The included required forms may be completed by using the free Adobe Reader software available at <http://get.adobe.com/reader/>. Proposals must be typed in English and all pricing (if applicable), if applicable, must be provided in US dollars and exclude federal excise taxes as well as any applicable state of local sales and use taxes.

The ATL is exempt from Federal excise taxes; no payment will be made for any taxes levied on Proposer's employee's wages. The ATL is also exempt from State of Georgia and local sales and use taxes. The ATL shall furnish tax exemption certificates, upon request, to the successful Proposer. As a condition of submission responsiveness, all offer documents that require the signature of Proposer must be signed. Any Contract award resulting from this solicitation shall bind the Proposer to all of the terms, conditions, and specifications set forth in this RFP, unless otherwise mutually agreed.

2.3 LOCATION FOR SUBMISSION OF PROPOSALS

Proposals must be submitted using the instructions outlined in Section 2.2. It is the sole responsibility of the Proposer to ensure that its proposal is successfully submitted to ATL by the specified date and time. ATL is not responsible for late proposals, for whatever reason.

2.4 QUESTIONS

Questions regarding the RFP must be submitted in writing, via e-mail, by 2:00 p.m. (EST) on **November 3, 2025**. Written questions must be submitted to the attention of the Issuing Officer identified in Section 1.5 above.

Please review the RFP and submit any and all questions, clarifications and recommendations to the Issuing Officer by the deadline date and time specified in this RFP. All questions, clarifications, and recommendations must be emailed to the Issuing Officer. Should there be any changes made to the RFP as a result of requests received, the ATL shall post a formal addendum to the RFP. Absent the issuance of a formal addendum, Proposers should presume the RFP terms and conditions as provided.

Answers to questions received by the applicable deadline will be posted to both the Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the ATL website at <https://atltransit.ga.gov/doing-business-with-atl/>. It is the sole responsibility of the Proposer to make itself aware of ATL's responses to written questions the Proposer has submitted. Responses to questions are provided as information only and do not in any way alter the contents of the solicitation inclusive of the Scope of Services, the remainder of the RFP documents, or the Contract. Revisions to the solicitation or to the Contract shall be made only via formally issued addenda. Only such written addenda posted online shall constitute revisions to the solicitation.

2.5 AMENDMENTS TO SOLICITATION (ADDENDA)

The ATL reserves the right to revise or amend the RFP up to the time set for the submission of proposals. Such revisions and amendments, if any, shall be announced by written addenda to the RFP. If an addendum significantly changes the RFP, the date set for the submission of proposals may be postponed by such number of days that the ATL, in its sole opinion, believes is sufficient to enable potential Proposers to address the revised RFP requirements in their proposals. In any case, the proposal submission deadline shall be at least three (3) business days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of proposals. Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP. Changes to the RFP will be made in writing via formally issued addenda.

The ATL will not be responsible for a potential Proposer failing to receive notification of the availability of addenda. EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OF APPROPRIATE CHANGES AND/OR ADDITIONAL TO THE PROPOSER'S RESPONSE PRIOR TO SUBMISSION. It is the sole responsibility of each potential Proposer to check the ATL and Georgia Procurement Registry websites daily for addenda.

Proposers shall acknowledge receipt of all addenda by completing and submitting Offer Document #3 (Acknowledgement of Addenda), included in this RFP, as part of its proposal. As with other required documentation, proposals that fail to reference receipt of addenda by inclusion of Offer Document #3 (Acknowledgement of Addenda) may be excluded from consideration for a Contract award.

2.6 SINGLE RESPONSE TO SOLICITATION

If only one proposal is received in response to this RFP from a single eligible finalist, a detailed cost analysis of the single proposal may be requested of the single Proposer. A cost analysis, evaluation, and/or audit of the proposal may also be performed by ATL in order to determine if the proposal price (if applicable) is fair and reasonable. If ATL determines that a cost analysis is required, the single Proposer must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.

2.7 CONFIDENTIAL/PROPRIETARY INFORMATION

Any and all materials submitted in response to this RFP are subject to public inspection, pursuant to the provisions of O.C.G.A. § 50-18-70 et seq., Georgia's Open Records Act, upon completion of the RFP process. Each Proposer will be responsible for clearly identifying and labeling any records contained in its proposal as "trade secret" that the proposer has reasonably determined meet the definition of "trade secret" under Section 10-1-761(4) of the Georgia Code and that the proposer wishes to be exempt from disclosure under Section 50-18-72(a)(34) of the Georgia Code or any other applicable law. The Proposer must attach to its proposal an affidavit affirmatively declaring that specific information in the Records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

If the ATL receives a request for public disclosure of all or any portion of the materials identified as "trade secrets" in a proposal in accordance with this RFP, before producing such records in response to such request, the ATL shall notify the Proposer of its intention to produce such records. If the ATL decides that the specifically identified information does not in fact constitute a trade secret, it shall notify the Proposer of its intent to disclose the information within ten (10) days unless prohibited from doing so by an appropriate court order. If the Proposer wishes to prevent disclosure of the requested Records, the Proposer may file an action in Fulton County Superior Court to obtain an order that the requested records are trade secrets exempt from disclosure. The Proposer shall serve the requestor with a copy of its court filing. If the ATL decides that the specifically identified information does constitute a trade secret, ATL shall withhold the records, and the requester may file an action in Fulton County Superior Court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

Proposers are advised that their designation as "trade secret" will not be binding on the ATL or determinative of any issue relating to confidentiality. The ATL will not accept blanket designations that do not clearly identify information and materials that are "trade secrets". The ATL may, in its sole discretion, and subject to compliance with the Open Records Laws and other applicable law, treat the whole of the relevant Section(s)/document(s) that are subject to such a blanket designation as subject to disclosure pursuant to the Open Records Laws.

All material submitted regarding the RFP becomes the property of ATL. Any activity pursuant to this RFP by any Proposer is governed by all applicable laws, including without limitation, Georgia and Federal antitrust laws. The ATL is not responsible to return to a Proposer any or all of the proposal or other information furnished by that Proposer.

In no event will the State, ATL, or any of their agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Major Team Member for the disclosure of all or a portion of any proposal submitted in response to this RFP. Nothing contained in this provision shall modify or amend requirements and obligations imposed on ATL or any other State entity by the Open Records Laws or other applicable law, and the provisions of the Open Records Laws or other laws shall control if there is a conflict between the procedures described above and the applicable law.

2.8 RESERVED RIGHTS

In connection with this solicitation, ATL reserves to itself all rights (which rights are exercisable by ATL in its sole discretion) available to it under its Procurement Policy and applicable law, including without limitation, with or without cause, and with or without notice, the right to:

modify the procurement process or documentation described in this RFP; develop the project in any manner that it, in its sole discretion, deems necessary or desirable, including by modifying the scope of the project; cancel this RFP, or a subsequent RFP, in whole or in part at any time prior to the execution by ATL of the Contract, without incurring any cost obligations or liabilities except as otherwise expressly

stated in this RFP or the subsequent RFP; issue a new request for proposals after cancellation of this RFP or a subsequent RFP; not issue an RFP; reject any and all submittals, responses, and proposals at any time;

reject any and all proposals or any portion of a specific proposal for any reason; modify all dates set or projected in this RFP; terminate evaluations of proposals at any time; issue amendments, supplements, and modifications to this RFP; appoint Evaluation Committees to review proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation; make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of its evaluation; revise the evaluation criteria or methodology by issuing an amendment prior to the Proposal Submission Deadline; require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its proposal and require additional evidence of qualifications or ability to perform the work described in this RFP; seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP; add or delete Proposer responsibilities from the information contained in this RFP; negotiate with a Proposer without ATL being bound by any provision of a Proposer's proposal or subsequent Proposal; waive administrative or minor deficiencies in a Proposal, accept and review a non-conforming proposal or permit clarifications or supplements to a Proposal; disqualify any Proposer who changes its proposal without ATL approval; disqualify any Proposer from the procurement process for violating any rules or requirements of the procurement specified in this RFP, the RFP, applicable law, or any other communication from ATL; add to the shortlist of Proposers any Proposer that submitted a Proposal in order to replace a Shortlisted Proposer that withdraws or is disqualified from participation in this procurement; (as and solely to the extent applicable) adjust the terms of, or not pursue federal financing programs, or adjust the terms of, or not pursue other financing or public funding for the Project on behalf of the Proposers, or otherwise; develop some or all of the Project itself or through another state or local government entity or entities; disclose information submitted to ATL as permitted by applicable law or this RFP; not issue a notice to proceed after execution of the Project Agreement; exercise any other right reserved or afforded to ATL under this RFP or a subsequent RFP and applicable law; and exercise its discretion in relation to the matters that are the subject of this RFP as it considers necessary or expedient in light of all circumstances prevailing at the time that ATL considers to be relevant.

This RFP does not commit ATL to enter into the Contract or proceed with the procurement described in this RFP. ATL and the State assume no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFP, or any subsequent RFP. All such costs shall be borne solely by each Proposer. Except as provided in this RFP, in no event will ATL be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract has been authorized by ATL and executed by ATL and then, only to the extent provided in the Contract. No Proposer shall have any cause of action against the ATL arising out of the methods by which proposals are evaluated.

The ATL has the sole right to select the successful proposal(s) for contract award(s); to cancel the solicitation and to advertise for new proposals; to award a contract(s) to other than the Proposer submitting the lowest cost proposal; to award multiple contracts; or not to award a contract as a result of

this RFP. The ATL reserves the right to accept any proposal deemed to be in the best interest of the ATL and to waive any irregularity or informality in any proposal that does not prejudice the ATL or other Proposers. The ATL reserves the right to negotiate with the Proposer whose proposal is considered by the ATL, and in its sole discretion, to be most advantageous to the ATL.

2.9 PROTEST PROCEDURES

The ATL's protest policy shall govern this solicitation, and it can be found at: <https://atltransit.ga.gov/procurement/>.

2.10 MINORITY BUSINESS PARTICIPATION

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this solicitation and resulting Contract. It is ATL's policy to practice nondiscrimination based on age, disability, race, gender, color, sex, religion or national origin in the award or performance of this contract. All companies qualifying under this solicitation are encouraged to submit proposals. The requirements of this solicitation apply for all Proposers, including those who qualify as a Disadvantaged Business Enterprise (DBE). Proposers with questions regarding DBE certification may contact the Issuing Officer. Additional Contract requirements related to participation by DBEs are specified in Part 3 – Contract of this RFP. As an incentive to increase utilization of minority-owned businesses as subcontractors on State purchases, the State of Georgia provides for an income tax adjustment on the state tax return of any company that subcontracts with a State certified minority- owned firm to furnish goods, property, or services to the State of Georgia. The Tax Incentive Program is codified at O.C.G.A. §48-7-38 and is managed by the Georgia Department of Revenue.

2.11 ETHICAL STANDARDS

It is a breach of ethical standards for any ATL employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business, or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

ATL employees are also bound by the Georgia Governor's Executive Order, dated January 14, 2019, for "Establishing a Code of Ethics for Executive Branch Officers and Employees." The Executive Order prohibits

ATL and ATL employees, or any person acting on their behalf, from accepting, directly or indirectly, any gift from any person with whom the employee interacts on official ATL business. Therefore, it is unlawful for a potential Proposer, or its subcontractors or suppliers, to make gifts or favors to any ATL employee. It is also unlawful for any ATL employee to accept any such gift or favor. In addition, any persons acting as members of the Evaluation Committee for this procurement shall, for the purposes of this procurement, be bound by the referenced Executive Order.

Throughout the proposal evaluation and award process and subsequent contract negotiations, Proposers shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process, or the contract negotiations, with members of the Evaluation Committee, the ATL Board of Directors, or ATL employees other than the Issuing Officer.

Any prospective Proposer, anyone representing the Proposer, any subcontractor or supplier on the Prospective Proposer's team, or anyone representing a subcontractor or supplier on the Proposer's team who attempts to influence any member of the Evaluation Committee, the ATL Board of Directors, or ATL or SRTA employees in regards to this solicitation by offering or giving any advantage, gratuity, discount, bribe, or loan to any member of the Evaluation Committee, the ATL Board of Directors, or ATL or SRTA employees will have its proposal removed from consideration for Contract award.

2.12 ADA GUIDELINES

The ATL adheres to the guidelines set forth in the Americans with Disabilities Act. Proposers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending any Pre-Proposal Conference (if applicable). The Georgia Relay Center at 1-800-255-0056 (TDD only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.13 CONTRACTUAL RELATIONSHIPS

The ATL intends to execute a Contract, attached as Part 3 of this RFP. The selected Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Proposer's Proposal Letter, included as Offer Document #2 of this RFP, must clearly indicate the firm or entity responsible for contract execution.

2.14 SMALL BUSINESS PARTICIPATION

The ATL strongly supports the participation of small business owners in its contracts. It is the policy of the ATL to ensure nondiscrimination in the award and administration of USDOT- assisted contracts. It is the intention of the ATL to create a level playing field on which Small Businesses can compete fairly for contracts and subcontracts relating to its construction, procurement, and professional services activities in compliance with the requirement of 49 C.F.R. 26.39.

2.15 PROPOSAL WITHDRAWAL AND/OR REVISION FOLLOWING SUBMISSION

A submitted proposal may be withdrawn and changes to a submitted proposal can be made prior to the Proposal Submission Deadline. In the event a Proposer notes an error or omission in its response which was overlooked prior to submitting the proposal, the Proposer may contact the Issuing Officer to request the proposal withdrawn. Once the Proposer's response is withdrawn, the ATL has no response from the Proposer. Unless and until the Proposer resubmits the received response, the ATL will have no offer from the Proposer to evaluate for possible Contract award. Any resubmission must be received by the ATL no later than the Proposal submission deadline.

2.16 PROPOSER CONFLICTS OF INTEREST

Proposer must disclose in detail, with the Proposal, anything that may create a conflict or appearance of a conflict of interest. For purposes of this RFP, "conflict of interest" means any situation or circumstance arising out of existing or past activities, business interests, familial relationships, contractual relationships, or organizational structure (i.e., parent entities, subsidiaries, affiliates, subconsultants, etc.) or litigation where: 1.) Proposer, a key team member or key personnel could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the ATL's independent judgment; or 2.) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the resulting Contract.

Required disclosures include, but are not limited to: 1.) any current contractual relationships with the ATL, SRTA, Cobb County or any of their employees or board members; 2.) any past, present or planned contractual or employment relationships with any officer or employee of the ATL, SRTA or Cobb County; and 3.) any other circumstances that might be considered to create a financial interest in the Contract by any ATL, SRTA, Cobb County or any of their respective employees or board members if Proposer is awarded the Contract. The foregoing list is a demonstrative list and shall constitute a limitation on the Proposer's disclosure obligations.

The ATL, in its sole discretion, will make a determination relative to a real or perceived potential conflict for a Proposer and its ability to mitigate such a conflict. A Proposer found to have a Conflict of Interest that cannot be mitigated, as determined in the sole discretion of ATL, shall not have its proposal submission evaluated for Contract Award.

Failure to comply with the requirements in this Section 2.16 or to abide by the ATL's determination in this matter may result in the ATL disqualifying the Proposer from submitting a proposal, disqualifying the offending team member from participating on a Proposer's team or, following submission of a proposal, discontinuing further consideration of such Proposer and its proposal.

Conflicts of interest that arise after the Proposal submission deadline, but before the Notice of Award, must be disclosed in detail in writing to the Issuing Officer.

2.17 CONTRACTUAL PROVISIONS

The ATL shall execute the Contract, to be provided as Part 3 to this RFP, with the successful Proposer for the provision of the required services with the selected Contractor(s). The selected Contractor's contractual responsibility must solely rest with one legal entity, which shall not be a subsidiary or affiliate with limited resources. Proposer's Proposal Letter, included as Offer Document #2 of this RFP, must clearly indicate the firm or entity responsible for contract execution.

The ATL shall not be a party to agreements between the selected Contractor and/or any subcontractors it may choose to employ during fulfillment of the Contract. Additional contract requirements related to subcontractors are specified in the Contract.

2.18 REGISTERED LOBBYISTS

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

2.19 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

Proposer's products, services, and facilities shall be in full compliance with all applicable federal, state, and local laws, regulations, ordinances, and standards regardless of whether or not they are referred to in this RFP.

2.20 CONDITIONAL PROPOSALS

Terms and conditions attached to a proposal by a Proposer and made a condition of Contract execution may render the proposal non-responsive and may be rejected by the ATL.

2.21 PERIOD THAT PROPOSALS REMAIN VALID

Each Proposer agrees that proposals will remain firm for a period of one hundred and eighty (180) calendar days beginning with the date that cost proposals are opened. Following the deadline for proposal submission, no proposal may be withdrawn for a period of 180 calendar days.

Requests for withdrawal of proposals after 180 calendar days following the deadline for proposal submission must be submitted to ATL in writing (defined as being sent or received via letter or on official firm/agency letterhead or by electronic mail). Such requests for withdrawal of proposals must be submitted in writing to the attention of Issuing Officer.

2.22 ATL'S RIGHT TO REQUEST ADDITIONAL INFORMATION-CONTRACTOR RESPONSIBILITY

Prior to award, ATL must be assured that the selected Contractor has all of the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of ATL, financial resources sufficient to complete performance under the Contract, and relevant experience in similar endeavors. If such information is required, the Contractor will be so notified and will submit the information requested within the time requested by ATL.

2.23 SALES AND USE TAXES

The ATL is exempt from paying sales and use taxes. All pricing (if applicable) provided in response to this RFP shall exclude sales and use taxes.

2.24 PROPOSAL PREPARATION COSTS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete proposal. All costs of proposal preparation, attendance at any pre-proposal and/or pre-award meetings, and any other pre-award costs shall be at Proposer's sole cost and expense. The ATL will not provide reimbursement for any costs associated with proposal preparation.

2.25 PLACEHOLDERS

If a Proposer does not include information or materials in its proposal that are described in the relevant submittal requirements in Section 3 because the required information or materials are not applicable to that Proposer, the Proposer must include in the relevant Section in its proposal a statement to the following effect: "Section[s] [] of the ----- do[es] not apply because [Proposer to insert brief explanation]."

3 REQUIRED PROPOSAL CONTENTS (DELIVERABLES)

All proposals must include a table of contents with page numbers and sufficient detail to facilitate easy reference to all requested information. Proposer shall not utilize a font size smaller than 10-point font or have text margins that are less than 1-inch. Graphics or images may exceed 1-inch margins.

To be eligible for evaluation by the ATL as a complete, responsive proposal in response to ATL Solicitation No. 26-004, proposals submitted to the ATL must contain all the following documents, properly signed by an authorized representative, and fully completed by the Proposer.

Proposers submitting proposals for multiple Service Categories must include items 1 – 5 only one time but must submit items 6 - 7 for each Service Category applied for. Proposers shall arrange documents in the following order:

3.1 Complete Proposal Checklist

This document serves as a checklist for Proposers to ensure that their proposal is complete and ready for submission to the ATL. The document is used by the ATL during the evaluation of responsiveness of proposals. This document must be fully completed, signed by an authorized representative, and submitted with the proposal. Blank checklist form is provided as ***Offer Document #1*** of this RFP.

3.2 Proposal Letter

This document summarizes the acknowledgements and representations made by agreed to by the Proposer regarding its proposal. This document must be fully completed, signed by an authorized representative, and submitted with the proposal. Blank form is provided as ***Offer Document #2*** of this RFP.

3.3 Acknowledgement of Addenda to RFP

This document is required by Part 2, Section 2.5 of this RFP. This document must be fully completed, signed by an authorized representative, and submitted with the proposal. If no addenda to the RFP were issued by the ATL, Proposer must still complete the form and include it in its proposal. Blank form is provided as ***Offer Document #3*** of this RFP.

3.4 Proposer Information Form

This document summarizes key information about the Proposer for the ATL's assistance and reference during evaluation of the proposals including:

- Contact Information for Proposer
- Corporate information
- Brief description of the Proposer (brief history, number of employees, lines of business, areas of specialization, office locations, organization, gross revenue, net income and loss for the current and prior year, parent company (if applicable), recent litigations and outcomes, litigation currently underway, etc.)
- List of references for whom Proposer has performed similar services in the past five years

The ATL may contact the references listed on this document as part of its evaluation of proposals. References provided should have the proposed services currently deployed or have deployed the services within the past five years.

If Proposer is a certified DBE, proof of DBE certification must accompany this document.

This document must be fully completed, signed, and submitted with the proposal. Blank form is provided as ***Offer Document #4*** of this RFP.

3.5 Proposer Certifications

This document must be fully completed, signed, and submitted with the proposal. Blank form is provided as ***Offer Document #5*** of this RFP.

3.6 Project Team Structure, Experience, and Service Category Approach (Offer Document #6)

This document shall be provided by the Proposer for each Service Category proposed and shall be a narrative description of the Proposer's qualifications and experience relative to

the Service Category. This narrative description shall include the appropriate use of headings and subheadings, below, that address, at minimum, the following elements:

- 3.6.1 Proposed Individual Service Category Proposed (Submit deliverables required this section #3.6 for each Service Category proposed)
- 3.6.2 Brief description of team and organizational chart for this Service Category with name of lead firm and any proposed sub-consultants
- 3.6.3 Listing of key project personnel and their qualifications in order of proposed relevance to the scope(s) of the Service Category
- 3.6.4 Identify the adequacy of the firm's resources, including personnel, labor, equipment, and supplies, and the ability to gather resources in the Service Category
- 3.6.5 Description of the firm's demonstrated relevant experience and technical expertise started and/or completed within the last five years in performing work of a similar nature to that solicited in the Service Category description, specifically the provision and implementation for an FTA- funded transit agency, state DOT, or other transportation entity, and the participation in such work by the key personnel proposed for assignment to this project.
- 3.6.6 Proposed approach in response to Service Category description, demonstrating understanding of the ATL's needs, the region's needs, and ability to offer innovative solutions
- 3.6.7 Any special or unique benefits that the proposed team and/or its approach brings to the Service Category
- 3.6.8 Any portions of the Service Category that the Proposer believes cannot be performed; Proposer shall identify such areas with specificity and provide the rationale regarding Proposer's inability to perform such services
- 3.6.9 Geographic location of the Consultant's office performing the work. Include any intent/prospective plans for adding location to perform scope for the Service Category.

The maximum pages allowed for each Section 3.6 response submitted for each Service Category is 10 pages. The format of the document(s) shall follow the headings and sub-headings nomenclature for 3.6 but shall otherwise be at the discretion of Proposer; however, font size no smaller than 10 pt. with margins no less than 1 inch and printed/printable on 8.5 x 11 size paper. ***Proposer shall label this document as Offer Document #6 in its proposal and identify which Service Category it addresses.***

3.7 Past Performance

- 3.7.1 Provide at least three (3) references from relevant previous clients for performance of similar and relevant scopes to those described herein, including references regarding one or more of the following scope categories:

- 3.7.1.1 General Planning
 - 3.7.1.2 Funding, Finance, and Administrative Services
 - 3.7.1.3 Operations, Technology, and Strategic Services
- 3.7.2 Provide references which indicate level of adherence to service budgets/rate schedules and project schedules (intended vs. final) and/or information on performance review or variance evaluation.
- 3.7.3 Where applicable, provide general ranges of rates utilized in past performances of similar, relevant scopes. Such rate information will not be presumed to be costs for ATL's prospective contract(s) but will be reviewed for reasonableness in evaluating Proposers. If a Notice of Intent to Award is issued to a successful Proposer, the successful Proposers' prevailing or proposed Billing Rate Schedules for the following positions will be evaluated for reasonableness by performing a cost analysis to ascertain if a fair and reasonable price exists. Reasonableness will also be evaluated by assessing the acceptability of the offeror's methodology used in developing their Billing Rate Schedule:
 - 3.7.3.1 Principal In Charge
 - 3.7.3.2 Project Manager
 - 3.7.3.3 Deputy Project Manager
 - 3.7.3.4 Senior Technical Lead/Senior Planner
 - 3.7.3.5 Analyst/Planner
 - 3.7.3.6 Administrative Lead

The maximum pages allowed for Section 3.7 is **three (3) pages**. The format of the document(s) shall follow the headings and sub-headings nomenclature for 3.7 but shall otherwise be at the discretion of Proposer; however, font size no smaller than 10 pt. with margins no less than 1 inch and printed/printable on 8.5 x 11 size paper. ***Proposer shall label this document as Offer Document #7 in its proposal.***

3.8 (RESERVED)

3.9 Contract Affidavit under O.C.G.A § 13-10-91(b)(1)

This document must be fully completed, signed by an authorized representative, notarized, and submitted with the proposal. Blank form is attached as ***Offer Document #9*** of this RFP.

3.10 Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

This document must be fully completed, signed by an authorized representative, and submitted with the proposal. If any identified subcontractor is a certified DBE, proof of DBE certification must accompany this document. Blank form is attached as ***Offer Document #10*** of this RFP.

3.11 Subcontractors and DBEs

This document must be fully completed, signed by an authorized representative, and submitted with the proposal.

If any identified subcontractor is a certified DBE, proof of DBE certification must accompany this document. Blank form is provided as ***Offer Document #10*** of this RFP.

3.12 Certification Regarding Suspension and Debarment

This document must be fully completed, signed by an authorized representative, and submitted with the proposal. Blank form is provided as ***Offer Document #11*** of this RFP.

3.13 Certification Regarding Lobbying

This document must be fully completed, signed by an authorized representative, and submitted with the proposal. Blank form is provided as ***Offer Document #12*** of this RFP.

3.14 Non-Collusion Affidavit

This document must be fully completed, signed by an authorized representative, and submitted with the proposal. Blank form is provided as **Offer Document #13** of this RFP.

3.15 Anti-Boycott, Divestment and Sanctions against Israel Certification

This document must be fully completed, signed by an authorized representative, and submitted with the proposal. Blank form is provided as **Offer Document #14** of this RFP.

3.16 Statement of Responsibility

This document must be fully completed, signed by an authorized representative, and submitted with the proposal. Blank form is provided as **Offer Document #16** of this RFP.

3.17 Sales and Use Tax Compliance Form

This document must be fully completed, signed by an authorized representative, and submitted with the proposal. Blank form is attached as **Offer Document #17** of this RFP.

4 PROPOSAL EVALUATION AND CONTRACT AWARD

4.1 EVALUATION COMMITTEE

This Committee shall be composed of qualified persons approved by the ATL to review and evaluate respondent firms' submittals. The Committee shall, through the procedures defined herein, perform the following: a) Scoring/Ranking of all submitting firms for determination of interviewees/finalists; b) Interview finalist firms; and c) Ranking of finalist firms for determination of potential awardees, using criteria herein.

4.2 EVALUATION AND AWARD PROCESS

All proposals shall be evaluated by the Evaluation Committee. Proposals and evaluations will be kept confidential throughout the evaluation and award process. Only the members of the Evaluation Committee and other ATL staff having a legitimate work-related interest will be provided access to the proposals and evaluation results during the evaluation and award process. Proposals will be evaluated, and contracts may be awarded in accordance with the following process:

4.2.1 Evaluation of Proposals by the Issuing Officer

- Proposals will first be evaluated by the Issuing Officer for responsiveness in accordance with the standard set forth in Part 2, Sections 2.1 and 2.2 above. Only those proposals that are determined to be responsive shall be evaluated for Proposer responsibility.

4.2.2 Evaluation of Proposals by the Evaluation Committee

- Proposers who submitted responsive proposals will be evaluated by the Evaluation Committee for responsibility in accordance with the standard set forth in Part 1, Section 1.4 above.
- A responsible Proposer is one that the ATL believes to be responsible based on the responses provided on the Proposer's Offer Documents and/or based on Contractor's responses to the requirements of the RFP. The ATL reserves the right to conduct additional due diligence into any Proposer's responsibility status. Such due diligence may include investigations into any of the items set forth in the submitted offer documents.

4.2.3 Scoring of Proposals by the Evaluation Committee

- Proposals that are determined to be responsive and submitted by responsible Proposers shall be further evaluated by the Evaluation Committee to determine the Proposal(s) that is/are most advantageous to the ATL. The Evaluation Committee will review each proposal to determine its compliance with the RFP technical requirements. All proposals which are considered responsive proposals will be scored in accordance with the scoring criteria detailed below:

4.3 Technical Evaluation Criteria (100 point maximum)

- **Service Category Suitability** – Effective and substantive experience of the firm in the provision of similar services within the categories under consideration, with emphasis on the ability to gather and provide resources and experienced personnel as appropriate for the Service Category **[20 point maximum]**
- **Qualifications of Key Personnel** – Qualifications, relevant experience, and availability of proposed key personnel. Proposers must present sufficient and competent staff, the capacity to complete the work in a timely manner and appropriate personnel assignments to administer projects. **[25 point maximum]**
- **Project Understanding and Unique Concepts or Innovative Ideas** – Understanding of the ATL work program as adopted by the ATL Board, demonstration of unique concepts or innovative ideas to further transit accessibility and the customer experience in the ATL region, demonstration of understanding the regional transit landscape and the statutory requirements of the ATL. **[30 point maximum]**
- **Project Management Experience** – Firm's and personnel's experience in providing project management services similar to those described in this RFP. Proven ability of the proposed staffing team to effectively manage multi-faceted and complex projects or studies, and a variety of sub-consultants. **[15 point maximum]**
- **Disadvantaged Business Enterprise (DBE) Participation** – Proposer demonstration of DBE participation equal to or greater than the Authority's established overall annual goal of 10.31%. **[10 point maximum]**

4.4 Notice of Intent to Award and Notice of Award

The preliminary results of the evaluation may be announced through the public posting of a Notice of Intent to Award to the ATL website. The Notice of Intent to Award (“NOIA”) is not notice of an actual contract award; instead, the NOIA is notice of the ATL’s expected contract award(s) to be pursued. The NOIA (if any) will identify the apparent successful Proposer(s).

At the end of the evaluation process, the ATL shall contact the apparent successful Proposer(s). The apparent successful Proposer(s) must return two signed copies of the Contract to the Issuing Officer within one (1) week of notification. Failure to do so may lead to rejection of the Proposer. The ATL reserves the right to proceed to discussions with the next highest ranked Proposer. The ATL reserves the right to modify the Contract be consistent with the successful offer.

The Notice of Award is ATL’s public notice of actual Contract award and will be publicly posted to the ATL website.

5 MANDATORY FTA CLAUSES

ACCESS TO RECORDS AND REPORTS

1. **Record Retention.** The Consultant will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. **Retention Period.** The Consultant agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. **Access to Records.** The Consultant agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. **Access to the Sites of Performance.** The Consultant agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Consultant and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C. 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with

applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime consultants are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

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a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Consultant shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and

Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The ATL and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the ATL, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal

Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

The consultant is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The consultant must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(f) **Certification and disclosure.** (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,

- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Consultant fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The consultant certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the consultant cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The ATL agrees to require the consultant to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Consultant agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The consultant agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.