

ADDENDUM NO. 2

ISSUE DATE: 11/5/2025

This Addendum shall become and form a part of the RFP for:

ATL SOLICITATION 26-002 –

**TRANSIT OPERATIONS AND MAINTENANCE SERVICES
FOR ATLANTA-REGION TRANSIT LINK AUTHORITY
AND GWINNETT COUNTY**

The purpose of this addendum is to provide the answers to the written questions received during the Round 2 question and answer period of the RFP as follows:

NOTE: PLEASE REVIEW CAREFULLY! THERE MAYBE CHANGES TO THE INFORMATION TO BE PROVIDED. FAILURE TO ADHERE TO ANY CHANGES ADDRESSED IN THIS ADDENDUM MAY RESULT IN DISQUALIFICATION.

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

NOTE: A signed acknowledgment of this addendum (OFFER DOCUMENT #3) MUST be included in your SUBMITTAL.

ADDENDUM:

- I. **ATTACHMENT 3 – Price Proposal (Park and Ride Excluded) has been DELETED in its entirety and REPLACED with ATTACHMENT 3 – PRICE PROPOSAL_V2.**
- II. **ATTACHMENT 6 – VEHICLE INFORMATION has been DELETED in its entirety and REPLACED with ATTACHMENT 6 – VEHICLE INFORMATION (REVISED). Contractor shall reference this list for insurance purposes.**
- III. **ATTACHMENT 9 – FLEET PLAN Appendix B: Fleet Inventory is MODIFIED to REMOVE COBBLINC MCI totaling (11) buses in its ENTIRETY.**
- IV. **ATTACHMENT 38 - List of Modifications has been added to Attachment List.**
- V. **ATL 26-002 ROUND 2 QUESTIONS AND ANSWERS (See following page)**

ATL SOLITICITATION NO. 26-002 TRANSIT OPERATIONS AND MAINTENANCE - ROUND 2 QUESTIONS

All potential Proposers who have questions about the RFP they wish to have answered, must identify and describe ALL items they request to have				
#	RFP document / Section	RFP page #	Question	ATL ANSWERS
1	5.8.2.4 Liquidated Damages for Non-Compliance with Performance Standards	134	In light of the ever evolving traffic landscape in the greater Atlanta area, would ATL and GTC allow for an annual review with the contractor to mutually establish timepoints for fixed route and commuter service?	The ATL/County are open to discussion about timepoints.
2			Within the current contract, the Operations contractor also handles reservations and customer service functions for both ATL and GCT. Will this be included in the scope of the new contract, or is there intent for this to be provided separately from this RFP?	Customer service and reservations for the ATL/County are not included in this contract.
3	Addendum 1		Question 122 within the QA response notes that the County no longer operates park and ride lots, and that costs to maintain these should be excluded from bidders price. Can you please confirm that no security services are necessary for park and rides in the bid as well?	There is no requirement for security services at park-and-rides in this contract.
4	8.1.3.1	239	The RFP includes the estimated lease costs from 2024. The lease costs for all facilities in the North Zone is \$533,360 for the current lease year (7/1/25 - 6/30/26), and expected to raise by 5% year over year within the new contract term. Can you please advise bidders what costs should be assumed for the lease within the new term?	The contractor is financially responsible for North Facility and negotiating the lease with the landlord. The current lease is held by the current contractor and not the ATL/County.
5	Addendum 1		Question 11 within the initial QA states that "Bid Bonds must be separate for ATL and County - however, there is only 1 form included within the RFP package for bid bond, and it references Atlanta-Region Transit Link Authority. Will a separate form be provided for the Gwinnett County bond? Or alternatively is a single bond based on the entire bid amount (for both ATL and GC) appropriate since ATL is handling the bid process?	Separate bid bonds will be required for the ATL and County. The applicable form is provided in Attachment 2 of the RFP.
6	ATL-026-002-RFP / 7.1	211-214	Could ATL please clarify the expectations for general manager staffing? We interpret there will be 2 total general managers (1 shared between ATL & Gwinnett for the North Facility and 1 ATL General Manager dedicated to the South Facility).	Yes, there will be 2 total general managers (1 shared between ATL & Gwinnett for the North Facility and 1 ATL General Manager dedicated to the South Facility).
7	ATL-026-002-RFP / 3	50-51	For the Performance and Payment Bond, would ATL and The County accept one bond that sums the 2 amounts in one single bond, (like for the bid bond)?	Separate bonds will be required for the ATL and County. See Offer Document 17 for more information.
8	ATL-026-002-RFP / 7.1	211-214	It is our interpretation based on section 7.1 that ATL requires 2 total Operations Managers (1 dedicated to the North and 1 to the South). Could ATL please confirm this assumption.	Yes, the ATL requires 2 total Operations Managers (1 dedicated to the North and 1 to the South).
9	ATL-026-002-RFP / 7.1	211-214	Would ATL and The County please provide an incumbent organizational chart for both the North and South facilities?	The ATL/County does not have a chart as all employees work for the service contractor.
10	Attachment 3	N/A	Could ATL and The County please confirm that the employee headcounts within Attachment 3 - Price Proposal, tabs "ATL Xpress FTEs South Facility" & "ATL RG FTEs North Facility" are the appropriate headcounts Contractors should price for those specific position titles?	The ATL/County issued an addendum for Attachment 3 with Round 1 question responses. The contractor is responsible for inputting staffing cost information.
11	N/A	N/A	Given the President of the U.S. executive order regarding DBE participation in federally funded contracts, does ATL intend to continue to require the respective DBE participation percentage goals defined in the RFP?	The ATL/County have issued an addendum removing the DBE participation goal from this RFP in Attachment 38.

12	ATL Vehicle Information	ATL Vehicle Information	Buses 2301 - 2310 on this list indicate they are not in service. Can ATL provide all bidders with the plan for these vehicles so that bidder can appropriately account for vehicle maintenance costs?	The ATL expects all buses to be available for service at the start of this contract.
13	Add #1, Additional Service Reports	N/A	Reviewing the Additional Service Report for ATL from the North Garage for August 2025, is the contractor reimbursed for the Total Standby/Revenue Time?	The contractor is only paid for revenue hours.
14	Add #1, revised Attachment 3	N/A	With the revised Attachment 3 - Price Proposal, the Tiered pricing was removed from the North Facility General Admin Shared and North Facility Non-Vehicle Shared tabs but there are still the Tiered pricing columns for the South Fac Gen Admin Fixed and the South Facility Non-Vehicle Maintenance tabs. Please confirm that is the intent.	The ATL has issued an addended Attachment 3 - Price Proposal to include tiered pricing columns for North Facility.
15	Add #1, revised Attachment 3	N/A	Per this answer the contractor is responsible for the facility lease, can you please provide all bidders a copy of the current North facility lease agreement?	The contractor is financially responsible for North Facility and negotiating the lease with the landlord. The current lease is held by the current contractor and not the ATL/County.
16	Add #1, Q&A #117	N/A	Are armored car services required to transport fares from the facilities to the banks?	Armored car services are determined by the contractor. Please reference Section 10 from RFP for additional revenue collection information.
17	RFP, 5.2.1, #30, pg. 75/288	RFP, 5.2.1, #30, pg. 75/288	This section states that the Contractor shall supply both MMIS and CMMS. RFP, 5.4.2.1.1, pg. 99/288 states that the contractor is responsible for the coordination and any costs to connect to the ATL's EAM system. Please confirm who is responsible for the maintenance management system and provide all bidders with the name of the software being used today.	The contractor shall provide complete, accurate, and validated maintenance data from their maintenance management software—including asset, work order, preventive maintenance, inventory, and labor information—in a format required by the ATL (i.e., digital format (e.g., CSV or Excel), ensuring ATL data ownership, integrity, and secure transfer to the client. ATL may require in the future an API to report data from any data collection systems the contractor maintains into ATL's data warehouse.
18	RFP, 5.2.1, #44, pg. 76/288	RFP, 5.2.1, #44, pg. 76/288	Per this section the contractor will only be able to bill for scheduled hours, which means that contractor invoices will be deducted hours of service operated that is impacted by factors to which are beyond our control. Would Gwinnett/ATL consider changing the language to allow contractors to get paid for this time when they are transporting passengers in service? If not, can you please provide historical daily/weekly/month hours that are deemed non-billable based on this RFP language?	This contract allows the contractor to bill for revenue hours (when passengers are on vehicle).
19	RFP, 14.1, pg. 286/288	RFP, 14.1, pg. 286/288	The RFP defines the billable variable unit as vehicle revenue hours. Can Gwinnett County please provide the following information for the Paratransit and Microtransit service so that it can accurately account for driver resources necessary to perform the scope requested: daily (weekday, sat, sun) vehicle revenue hours and vehicle revenue miles, daily (weekday, sat, sun) deadhead hours and deadhead miles and the number of daily (weekday, sat, sun) runs for both services.	The County has provided this information in Attachment 27 pages 93-96.
20	Definitions, pg. 18/288	Definitions, pg. 18/288	Will Gwinnett County please clarify what changes, if any, will result to the DBE Goal as a result of the issuance of the US Department of Transportation's recent Interim Final Rule (IFR) on October 3rd. Currently the GA DOT DBE website has removed the list of vendors and states they are determining appropriate next steps with existing certifications. Your timely response to this question is appreciated given the timelines associated with the procurement.	The ATL/County have issued an addendum removing the DBE participation goal from this RFP in Attachment 38.
21	RFP pg. 17/18	RFP pg. 17/18	Please clarify if South Facility operators, technicians, etc. are represent by a Union. If so, are they represented under the same ATU CBA as the North Facility Operators?	Yes, operators, mechanics, and utility workers are represented a union. North Facility is represented by ATU and South Facility is represented by Teamsters.

22	General - Union Representation		Please clarify if South Facility operators, technicians, etc. are represent by a Union. If so, are they represented under the same ATU CBA as the North Facility Operators?	Yes, operators, mechanics, and utility workers are represented a union. North Facility is represented by ATU and South Facility is represented by Teamsters.
23	Attachment 33 - IT Closets South Facility		Is there another location or closet to install a 15U half cabinet to a wall (or even a full rack on floor) with contractor equipment within the facility? The current comm closet looks to be saturated.	There is currently available rack space at South Facility. ATL can provide full rack space to the contractor upon request.
24	Attachment 33 - IT Closets South Facility		At this location would the contractor be allowed to install our own Wi-Fi access points where contractor staff will reside?	No, the ATL will provide Wi-Fi access points. VLAN can be provided at the North Facility to support contractor systems, should they be installed.
25	RFP pg. 23/24	RFP pg. 23/24	Does the agency own and maintain the Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasure plan (SPCC) to include sampling and reporting?	Yes, the ATL owns and maintains SWPPP and SPCC, including sampling and reporting.
26	Price Adjustment		Will ATL and the County include a provision that provides for price adjustments if Contractor's costs increase or revenues decrease as a result of (i) changes to the scope of work / service hours requested by ATL/the County, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements)? If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party. Contractor needs price protection for changes requested by ATL and the County or matters that were not contemplated at the time of Contractor's proposal.	The ATL/County are open to discussion concerning any matters that are not contemplated as part of this RFP. Pricing adjustments related to service hour increases or decreases should be factored into the contractor's tiered pricing.
27	Vehicle Acceptance Standards		Will ATL and the County include Contractor's vehicle acceptance standards as the applicable standard against which all vehicles will be inspected, and include Contractor's vehicle acceptance agreement as an exhibit to the Agreement? Upon delivery of the vehicles to Contractor, the vehicles must be in the same condition as the condition that Contractor is required to maintain. Also will the County include that the County will be responsible for the cost of major repairs needed during the first 180 days after Contractor begins service under the Agreement?	The ATL/County will inspect all vehicles and the new contractor will not be responsible for any identified repairs as part of the turnover inspection. No, the County will not be responsible for the cost of major repairs needed.
28	Facility Condition / Environmental		Will ATL and the County include a provision to make it clear that Contractor is not responsible for any facility repairs or environmental issues or releases of hazardous materials existing on or prior to the Contractor's occupancy of the ATL or County's facilities, or caused by any party other than Contractor? Contractor should not be responsible for existing issues or issues caused by other parties.	The contractor is party to the lease for the North Facility and has all responsibility. The ATL will not hold contractor responsible for South Facility.
29	Term / Price Adjustment	RFP pg. 10	The RFP states that ATL and the County shall retain the option of renewing the Contract for up to two (2), one-year renewal periods. Will ATL and the County revise to require mutual agreement for any extension of the term of the agreement? Renewal or extension of the agreement should require agreement of both parties.	Any Contract renewals shall be at the sole discretion of the ATL and County, and shall be made in writing and executed by both parties.

30	Termination for Convenience	RFP pg. 36	The RFP states the Agency may terminate this contract, in whole or in part, at any time with a 90-day written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs on work performed up to the time of termination. Will ATL and the County revise to provide for payment of Contractor's close-out costs? Contractor will have contract termination costs as well as employment termination obligations required by law (WARN Act, etc.).	The ATL/County will pay for revenue services provided by the contractor.
31	Disputes	RFP pg. 36-38	The RFP states the decision of the agency's authorized representative shall be binding upon the Contractor, and the Contractor shall abide by the decision. Will ATL and the County revise to provide for dispute resolution via mediation, arbitration, and/or a court of competent jurisdiction? Disputes should not be decided by one party to the dispute.	As provided under O.C.G.A § 50-5-64.1(a)(2)(D), contracts shall not contain a term that provides for binding arbitration. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term. Further, State Entities do not maintain the authority to agree to waiver of a jury trial, as State law provides that the Attorney General has exclusive authority and control over all matters of litigation or potential litigation involving State agencies. Pre-litigation contractual waivers of jury trial are not enforceable in Georgia. Bank South, N.A. v. Howard, 264 Ga. 339 (1994).
32	13(c) Matters		The RFP states the Contractor is financially responsible for any Section 13(c) claims or obligations resulting from its actions not directed by the County or ATL (49 U.S.C. 5333(b)). The Contractor agrees to the terms of the 13(c) Agreement and will cooperate with the County and ATL by providing payroll records and other information to resolve any claims or disputes and implement Section 13(c) remedies (see Attachment 13). Will ATL and the County revise to clearly acknowledge and agree that Contractor is not a party to and not bound by the terms of any of the ATL or County's 13(c) Agreement(s) or any existing CBA? Contractor shall have the ability to determine which employees it will hire and will have the right to set the terms and conditions of employment for its employees. Contractor must have the ability to negotiate the terms and conditions of employment and shall not be bound by the terms of any of the Authority's 13(c) Agreements or of any CBA between the employees and the prior contractor.	The ATL/County do not maintain, and are not subject to, any Collective Bargaining Agreement (CBA) and assumes no obligations arising from such agreements.
33	Force Majeure		The RFP states force majeure events under this Contract do not include labor-related incidents among Contractor's staff, such as strikes or work stoppages. Will ATL and the County revise to include labor disputes, strikes, and other work stoppages or slowdowns as force majeure events? Contractor should be excused from performance under the contract for circumstances beyond Contractor's control.	No.
34	RFP pg. 229 Section 7.4 Training	RFP pg. 229 Section 7.4 Training	The training requirements in this section require 80 hours of "Wheel Time." What does the County and ATL consider Wheel Time in training? Is this the combination of behind-the-wheel and cadet training? Or is this cadet training only?	The ATL/County consider "Wheel Time" as cadet or behind-the-wheel training.
35	General		How do ATL and the County individually define success in these services? Is there a shared vision for success in these services and if so, please explain?	Excellent customer experience, low accident rate, achieving metrics/requirements for OTP, miles between road calls, no missed trips, uptime for fare collection system, cameras, safety, CAD/AVL, APC, mobile ticketing, on-time preventative maintenance inspections, facility and vehicle cleanliness, on-demand KPIs
36	General		What have been the three biggest operational challenges ATL and the County have faced in the past contract term?	Missed trips; running early; vehicle body repairs

37	General		What have been the three most significant points of success of these services in the past contract term?	Good OTP in managed lane corridors for commuter service and on-demand/paratransit; contractor responsiveness to service adjustments, detours, and special events; stormwater runoff housekeeping at South Facility
38	General		Will ATL and the County consider allowing for a 2 week extension to this opportunity to allow bidders to properly account for the changes in the questions and answers and put together a responsible bid?	No.
39	General		Will ATL and the County allow bidders to provide a 10 page executive summary that outlines the highlights of their bids?	No.
40	General		Will ATL and the County consider allowing bidders 10 pages to describe their company history and information?	No.
41	General		Will ATL and the County consider expanding the cover letter to 3 pages so that bidders can adequately provide an overview of their bid?	No.
42	General		Please confirm the maximum number of pages the total proposal should be. Prior to the release of Q&A it was 60 pages, but with the increase in pages in that Q&A it is now 73 pages.	Yes, the page limit is now 73 pages. The ATL increased the page limit of the Company Overview to 5 pages and Qualifications and Key Personnel to 35 pages.