



**REQUEST FOR PROPOSALS
ANNUAL REPORT AND AUDIT SERVICES**

Instructions to Proposers:

All spaces below and all offer documents as outlined herein are to be filled in with signatures where indicated. Failure to sign may render your proposal invalid.

PROPOSAL OF:

Name of Bidder: _____

Address: _____

City, State and Zip Code: _____

SUBMIT PROPOSAL TO:

Atlanta-region Transit Link Authority
Leanna Pierre, Issuing Officer
245 Peachtree Center Avenue, Suite 2200
Atlanta, GA 30303

Proposals Due and Open: May 28, 2019, 2:00PM EST

Schedule of Events

Release RFP	April 24, 2019
Pre-Proposal Conference	May 1, 2019 11:30AM EST
Deadline for Proposer Written Questions (Submit questions by email to lpierre@srta.ga.gov)	May 8, 2019 2PM EST
Responses to Written Questions	May 15, 2019
Proposal Submission Deadline	May 28, 2019, 2PM EST
Notice of Intent to Award	June 10, 2019*
Notice of Contract Award	June 24, 2019*

***Subject to change without a formal addendum to the RFP.**

All questions should be submitted by email to lpierre@srta.ga.gov. Questions must be submitted no later than the deadline specified in the above Schedule of Events. Answers are provided for informational purposes only and will not be considered binding unless incorporated by addendum to this RFP. Proposers are reminded and encouraged to check this website daily for any changes to the RFP as well as to check this website for Notice of Contract Award. Posting of Notice of Award shall constitute official public notification.



Table of Contents

1. Information for Proposers	4
1.1 Purpose of Procurement.....	4
1.2 Type and Term of Contract	5
1.3 Solicitation Schedule	5
1.4 Restrictions on Communications with the ATL, Participating Entities, and Ordering Entities during the Solicitation, Offer and Award Period	6
1.5 ATL Contact Information.....	6
1.6 Pre-Proposal Conference	6
2. Solicitation Terms and Conditions/Instructions to Proposers.....	6
2.1 Deadline for Submission of Proposals/Late Proposals	6
2.2 Format of Proposals.....	6
2.3 Location for Submission of Proposals/Methods of Delivery	7
2.4 Questions.....	8
2.5 Amendments to Solicitation (Addenda)/Postponement of Proposal Submission Deadline	8
2.6 Single Response to Solicitation	9
2.7 Confidential/Proprietary Information	9
2.8 Reserved Rights.....	10
2.9 Protest Procedures	10
2.10 Minority Business Participation	10
2.11 Ethical Standards	11
2.12 ADA Guidelines	11
2.13 Contractual Relationships	12
2.14 Small Business Participation	12
2.15 Proposal Withdrawal and/or Revision Following Submission	12
2.16 Proposer Conflicts of Interest	12
2.17 Contractual Provisions	13
2.18 Registered Lobbyists	13
2.19 Responsibility for Compliance with Legal Requirements	13
2.20 Conditional Proposals	14
2.21 Sales and Use Taxes	14
2.22 Proposal Preparation Costs.....	14
3. Contents of Complete Proposal.....	13



3.1 Complete Proposal Checklist.....	13
3.2 Proposal Letter.....	14
3.3 Acknowledgement of Addenda to RFP.....	14
3.4 Proposer Information Form	14
3.5 Proposer Certifications.....	14
3.6 Statement of Firm’s Qualifications and Experience.....	14
3.7 Project Team and Project Approach	15
3.8 Price Proposal	16
3.9 Contract Affidavit under O.C.G.A § 13-10-91(b)(1)	16
3.10 Subcontractors and DBEs	16
3.11 Certification Regarding Suspension and Debarment	16
3.12 Certification Regarding Lobbying	16
3.13 Non-Collusion Affidavit	16
3.14 Anti-Boycott, Divestment and Sanctions Against Israel Certification	17
3.15 Statement of Responsibility	17
3.16 Sales and Use Tax Compliance Form	17
4. Proposal Evaluation and Contract Award.....	17
4.1 Standards for Award	17
4.1.1. The proposal submitted is responsive to the solicitation.	17
4.1.2 The Proposer who submitted the proposal is a responsible Proposer.....	17
4.2 Evaluation and Award Process	18
4.2.1 Evaluation of Proposals by the Issuing Officer	18
4.2.2 Evaluation of Proposals by the Evaluation Committee.....	18
4.2.3 Scoring of Proposals by the Evaluation Committee	18
4.2.4 Total Combined Score	19
4.2.5 Best and Final Offer	19
4.2.6 Notice of Intent to Award and Notice of Award.....	19
4.2.7 Execution of Contract.....	20



PART 1 – SOLICITATION, OFFER AND AWARD

1. Information for Proposers

1.1 Purpose of Procurement

The scope of work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, services, and incidentals to provide complete annual report and audit services as provided herein. The Scope of Services is attached as Part 2 of this RFP.

The services to be performed shall generally fall into the following National Institute of Government Purchasing (NIGP) commodity codes:

- 94620 – Audit Services

All respondents to this RFP are subject to the instructions communicated in this document, as may be amended, and are cautioned to review the entire RFP and carefully follow the instructions herein.

Proposals will be accepted until 2:00PM (EST), May 28, 2019. Instructions for requesting a copy of the RFP document can be found on the ATL website at <https://atltransit.ga.gov/procurement/>

1.2 Type and Term of Contract

The ATL shall enter into a fixed price contract with the selected Contractor. The Contract to be awarded by the ATL shall be for a period of one (1) year ("Initial Term") with up to four (4) renewal options of one (1) year each (Renewal Term). The renewal of the Contract shall be at the sole discretion of the ATL. All extensions or renewals shall be made in writing and executed by both parties prior to the contract expiration date.

1.3 Solicitation Schedule

The Schedule of Events set out herein represents the ATL's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the Proposal Due Date, 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 Due Date will be posted to the ATL website at <https://atltransit.ga.gov/procurement/>. After the Proposal Due Date, 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.

Release RFP

April 24, 2019

Pre-Proposal Conference

May 1, 2019 11:30AM EST

Deadline for Proposer Written Questions



(Submit questions by email to lpierre@srta.ga.gov)	May 8, 2019, 2PM EST
Responses to Written Questions	May 15, 2019
Proposal Submission Deadline	May 28, 2019, 2PM EST
Notice of Intent to Award	June 10, 2019*
Notice of Contract Award	June 24, 2019*

1.4 Restrictions on Communications with the ATL, Participating Entities, and Ordering Entities during the Solicitation, Offer and Award Period

From the date of issuance of this solicitation through the date of Contract award by ATL, excepting the Pre-Proposal Conference, Proposers are not allowed to communicate for any reason with any ATL or Participating Entities' staff or Board Members regarding this Procurement. All Proposer communications to the ATL concerning this solicitation should be directed to the Issuing Officer. Unauthorized contact regarding this solicitation with other ATL staff or Board members may result in disqualification.

1.5 ATL Contact Information

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:

Leanna Pierre, Issuing Officer
Atlanta-region Transit Link Authority
245 Peachtree Center Avenue NE
Suite 2200 Atlanta, GA 30303
Email: lpierre@srta.ga.gov

1.6 Pre-Proposal Conference

All prospective proposers are invited to attend the pre-proposal conference, which will be held on May 1, 2019, 11:30 AM EST at the SRTA main office located at 245 Peachtree Center Avenue NE, Suite 2200 Atlanta, GA 30303. While attendance is not mandatory, it is highly encouraged.

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. 19-016 must be received by ATL no later than **2:00 p.m. (EST) on May 28, 2019** 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



Six (6) total paper copies of each proposal, inclusive of one (1) original and five (5) identical paper copies, as well as one (1) electronic copy on USB drive must be submitted to the Issuing Officer for the proposal to be eligible for evaluation and consideration for Contract award. The electronic copy, submitted on a USB drive, must be submitted in Portable Document Format (PDF), Microsoft Word, and/or Microsoft Excel formats. The USB drive shall contain electronic file copies of all complete, signed Offer Documents that are submitted in paper copy format. The "original" paper copy of the RFP must be unbound. All paper copies must be clearly marked as being either "Original" or "Copy" as applicable. In the event of a discrepancy between a hard copy and electronic versions, the Original hardcopy version will govern.

Pricing must be submitted in a separate sealed envelope and clearly marked as "Price Proposal" with the Proposer name, ATL Solicitation Number 19-016, and Proposal Submission Deadline on the exterior of the envelope. Proposer shall provide a total of six (6) paper copies of the price proposal, inclusive of one (1) original and five (5) identical paper copies, as well as an electronic copy in Excel format via USB.

All proposals must be prepared and submitted in accordance with the proposal format and content requirements specified in Part 1, 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 must be provided in US dollars. As a condition of submission responsiveness, all Offer Documents that require the signature of Proposer must be signed. Any Contract award made as a result of this solicitation shall bind the Proposer to all of the terms, conditions, and specifications set forth in this RFP.

2.1 Location for Submission of Proposals/Methods of Delivery

Proposals must be submitted exclusively to Leanna Pierre, Issuing Officer, at the address noted in Section 1.5. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to ATL by the specified date and time. ATL is not responsible for late or lost deliveries of proposals.

Proposals that are submitted by hand delivery or delivery by U.S. Postal Service or private courier/delivery service must be delivered to the ATL administrative office located at 245 Peachtree Center, Suite 2200, Atlanta, GA 30303. The ATL's physical address and mailing address are the same.

All envelopes, packages, and/or boxes (including all envelopes, packages, and/or boxes submitted within a larger envelope, package, or box) containing a proposal on USB drive must be clearly marked with the following identifier on the outside of the envelope, package or box:

**"Proposal in response to ATL Solicitation No. 19-016:
RFP for Annual Report & Audit Services – May 28, 2019 2:00 p.m. (EST)
ATTN: Leanna Pierre, Issuing Officer
To be opened by addressee
only."**



Failure to clearly mark all envelopes, packages, and/or boxes as specified may result in the proposal being discovered and/or opened late. ATL is not responsible for proposals discovered and/or opened late due to Proposer's failure to mark the proposal as specified. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to ATL by the specified date and time. ATL is not responsible for late or lost deliveries by the U.S. Postal Service or private courier/delivery services.

2.2 Questions

Questions regarding the RFP must be submitted to ATL in writing (defined as being sent or received via letter on official firm/agency letterhead or by electronic mail) by 2:00 p.m. (EST) on May 8, 2019. Written questions must be submitted to the attention of Leanna Pierre, Issuing Officer, in accordance with Section 1.5 above.

The final Contract that the ATL expects to award as a result of this RFP is attached hereto as Part 3 of this RFP. Therefore, all costs associated with complying with the requirements of the Contract should be included in any pricing submitted by the Proposer.

Please review the ATL's attached Contract 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 submitted using Attachment F-Questions and Answers Template.

Requests that materially change the terms or the requirements of the Contract as determined by the ATL, in its sole discretion, will be rejected. Requests that grant the Proposer an impermissible competitive advantage, as determined by the ATL, in its sole discretion, will be rejected. Requests will only be considered if submitted prior to the deadline for submitting written questions as defined by the Schedule of Events. Should there be any changes made to the Contract as a result of requests received, the ATL shall post a Final Contract via formal addendum to the RFP. Absent the issuance of a formal addendum containing a Final Contract, proposers should plan on the Contract terms and conditions as attached hereto as Part 3-Contract.

The ATL shall provide answers to each Proposer that has submitted questions by the applicable deadline noted in Section 1.3-Solicitation Schedule. Answers to all 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/procurement/>. 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 and the remainder of the RFP documents. Revisions to the Solicitation shall be made only via formally issued Amendments (i.e. Addenda). Only such written addenda shall constitute revisions to the Solicitation that are binding upon ATL.

2.3 Amendments to Solicitation (Addenda)/Postponement of Proposal Submission Deadline



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 as in the opinion of ATL shall enable potential Proposers to revise 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. Amendments to the RFP will be made in writing. Copies of all addenda will be made available on 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/procurement>. This process will be repeated each time an addendum is made available by ATL.

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 ADDENDUMS 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 regularly 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.

2.4 Single Response to Solicitation

If only one proposal is received in response to this RFP, 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 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.

2.5 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. ATL's receipt, review, evaluation or any other act or omission concerning any such information shall not be considered to create an acceptance of any obligation or duty for ATL to prevent the disclosure of any such information except as required by the Open Records Act. Proposers that decide to submit information they believe should be exempt from disclosure under the Open Records Act shall: (i) clearly mark each page containing such information as confidential,



proprietary or exempt, (ii) shall include such information in a different color from the rest of the proposal text, (iii) shall state the legal basis for the exemption with supporting citations to the Georgia Code, and (iv) for records containing trade secrets, Proposers who wish to keep such record confidential shall also submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

Pursuant to Georgia Law, if the information is requested under the Open Records Act, ATL shall make a final determination if any exemption actually exists for ATL to deny the request and prevent disclosure. ATL will withhold such information from public disclosure under the Open Records Act only if ATL determines, in its sole discretion, that there is a basis to do so.

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.

2.6 Reserved Rights

The ATL reserves the right to reject any and all proposals or any portion of a specific proposal for any reason. Issuance of this RFP and receipt of proposals does not commit ATL to award a contract.

The ATL has the sole right to select the successful proposal(s) for contract award(s); to reject any proposal as unsatisfactory or non-responsive due to non-conformance with the requirements of this RFP; 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 irregularities in any proposal that does not prejudice the ATL or other Proposers.

No Proposer shall have any cause of action against the ATL or Participating Entities arising out of the methods by which proposals are evaluated.

2.7 Protest Procedures

Proposers should familiarize themselves with the procedures set forth on the ATL's website, which accessible here: <https://atltransit.ga.gov/procurement/>.

2.8 Minority Business Participation

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is ATL's policy to practice nondiscrimination based on race, color, sex, 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.

2.9 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; or
- 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 Gary Thomason, Issuing Officer.

2.10 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 the Pre-Proposal Conference. 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.

2.11 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.

2.12 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.

2.13 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 RFP Due Date and time. In the event a Proposer notes an error or omission in its response which was overlooked prior to submitted 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.

2.14 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. Required disclosures include, but are not limited to: 1.) any current contractual relationships with the ATL; 2.) any past, present or planned contractual or employment relationships with any officer or employee of the ATL; and 3.) any other circumstances that might be considered to create a financial interest in the Contract by any ATL or ATL employees if Proposer is

awarded the Contract. 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. The foregoing list is a demonstrative list and shall constitute a limitation on the Proposer's disclosure obligations.

2.15 Contractual Provisions

The ATL shall execute the Contract, attached 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 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.

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; however, the selected Contractor shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide the ATL with copies of said agreements not later than five business days prior to their execution. Additional contract requirements related to Subcontractors are specified in the Contract.

2.16 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.

2.17 Responsibility for Compliance with Legal Requirements

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

2.18 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.

2.19 Sales and Use Taxes

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

2.20 Proposal Preparation Costs

All costs of proposal preparation, attendance at pre-proposal and/or pre-award meetings, and any other pre-award costs shall be at Proposer's sole cost and expense.

3. Contents of Complete Proposal

All Proposals should 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 10pt font or have margins that are less than 1-inch. To be eligible for evaluation by the ATL as a complete, responsive proposal in response to ATL Solicitation No. 19-016, any and all proposals submitted to the ATL must contain all fifteen (15) of the following documents, properly signed by an authorized representative, fully completed by the Proposer, and numbered and arranged 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 attached as Offer Document #1 of this RFP.

3.2 Proposal Letter

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

3.3 Acknowledgement of Addenda to RFP

- This document is required by Part 1, 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 attached 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
 - List of references for whom Proposer has performed similar services in the past five years
- The ATL will contact the references listed on this document as part of its evaluation of proposals. References provided should have the proposed solution currently deployed or have deployed the solution 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 attached 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 attached as Offer Document #5 of this RFP.

3.6 Statement of Firm's Qualifications and Experience



- This document shall be provided by the Proposer and shall be a narrative description of the Proposer's qualifications and experience. This narrative description shall include the appropriate use of headings and subheading that address, at minimum, the following elements:
 - Name of lead firm and any sub-consultants
 - 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.)
 - Description of the firm's experience in performing work of a similar nature to that solicited in this RFP, 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.
 - Highlight the firm's experience with the work or services identified in Scope of Services.
 - Comprehensive listing and brief descriptions of relevant engagements started and/or completed during the last five years that are similar in scope and nature to the Scope of Services, attached to this RFP.
- There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, font size no smaller than 10 pt. with margins no less than 1 inch, on 8.5 x 11 size paper. Proposer should label this document as Offer Document #6 in its proposal.

3.7 Project Team and Project Approach

- This document shall be provided by the Proposer and shall be a narrative description of the Proposer's project team and approach. This narrative description shall include the appropriate use of headings and subheading that address, at minimum, the following elements:
 - Firm's technical approach to the project and interpretation of the Scope of Services, including the Tasks identified in the Scope of Services section
 - Identify the adequacy of the firm's resources, including personnel, labor, equipment and supplies, etc.
 - Proposed solution, project approach and plan in response to the Scope of Services
 - Listing of key project personnel and their qualifications
 - Geographic location of the Consultant's office performing the work
 - Any special or unique benefits that the proposed team and/or its approach brings to the Scope of Services
 - Any portions of the Scope of Services 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
- There is no prescribed format for this document. The format of the document shall be



at the discretion of Proposer; however, font size no smaller than 10 pt. In addition, the sample project schedule may be submitted in 11x14 or 11x17 page format. Proposer should label all document(s) submitted in response to this Section 3.7 as Offer Document #7 in its proposal. This document shall be limited to 30 pages.

3.8 Price Proposal

- This document must be fully completed, signed by an authorized representative, and submitted with the **proposal in a separately sealed envelope or package, marked "Price Proposal" on the front of the envelope.**
- The submitted Price Proposal must include all costs of performing pursuant to the final posted Contract.
- The envelope shall contain one (1) signed original, five (5) copies and one (1) electronic version of the Price Proposal. The electronic version of the Price Proposal must be submitted on a USB drive and the file format must be Microsoft Excel.
- A blank Price Proposal is attached as Offer Document #8 of this RFP.

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 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 attached as Offer Document #10 of this RFP.

3.11 Certification Regarding Suspension and Debarment

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

3.12 Certification Regarding Lobbying

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

3.13 Non-Collusion Affidavit



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

3.14 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 attached as Offer Document #14 of this RFP.

3.15 Statement of Responsibility

- This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- Blank form is attached as Offer Document #15 of this RFP.

3.16 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 #16 of this RFP.

4. Proposal Evaluation and Contract Award

4.1 Standards for Award

ATL Solicitation No. 19-016 is a Request for Proposals. The ATL intends to award a contract to the Proposer whose proposal conforms to the solicitation and is determined to be the most advantageous to the ATL and the Participating Entities, taking into consideration price and other evaluation factors set forth in this document.

In order to be eligible for contract award a proposal must meet all of the following criteria:

4.1.1. The proposal submitted is responsive to the solicitation.

- A proposal shall be considered responsive if it conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission.
- It shall be at the sole discretion of the ATL to determine if a proposal conforms in all material aspects to the requirements of the solicitation.

4.1.2 The Proposer who submitted the proposal is a responsible Proposer.

- A Proposer shall be considered responsible if the Proposer possesses, at the time of Contract award, the ability to perform successfully and a willingness to comply with the terms and conditions of the Contract.



4.2 Evaluation and Award Process

All proposals shall be evaluated by an 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 a Contract will 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 1, Section 4.1.1 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 4.1.1 above.
- A responsible Proposer is one that the ATL believes to be responsible based on the responses provided on the Proposer's Offer Document No. 3.16 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 that were 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 Team 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.

Phase 1-Technical Evaluation (100 point maximum)

- **Qualifications, References and Experience** (40 point maximum)
- **Technical Approach** (40 point maximum)
- **Work Plan and schedule** (20 point maximum)

Phase 2-Oral Presentations (30 point maximum)

The ATL may elect to invite up to four (4) firms for oral presentations. Should the ATL elect to conduct oral presentations, the basis for selecting Proposers to be invited for interview and system demonstrations will be the scores assigned to each Proposer



by the Evaluation Committee as part of Technical Evaluation. Proposers that are invited for interviews may earn up to 30 points based on the quality of the oral presentation.

Should the ATL elect not to conduct oral presentations, the evaluation process shall proceed from Phase 1 immediately to Phase 3, with no points being awarded to any Proposer for Phase 2.

Phase 3-Price Proposal (55 point maximum)

The Evaluation Committee shall specifically consider information submitted in accordance with Section 3.8. The Price Proposal will be reviewed for reasonableness and proper allocations across project deliverables. Failure to reasonably allocate cost amount deliverables, including, but not limited to, frontend loading of price items, may result in proposal disqualification.

4.2.4 Total Combined Score

Upon completion of the scoring by the Evaluation Committee, each Proposer will be assigned a Total Combined Score, consisting of the Proposer's scores from Phase 1, Phase 2 (if applicable) and Phase 3.

4.2.5 Best and Final Offer

The ATL reserves the right, but is not required, to request a Best and Final Offer from the Proposer(s) after the Evaluation Committee has completed scoring. BAFOs may be requested from one or more Proposers. In the event that a Best and Final Offer is requested, the request will indicate: 1.) the elements of the proposal for which revisions are requested; 2.) the criteria by which the revised proposals will be evaluated; 3.) any additional questions that the Proposer must respond to; and 4.) the method of submission and the deadline for submission of revised proposals and pricing. Additional discussions between the ATL and the proposers may not take place during the BAFO period.

If a BAFO is requested, the final Contract award will be based on the highest point total using the following formula:

$$(\text{Original Technical Score}) + (\text{Oral Presentation Score, if applicable}) + (\text{Best and Final Offer Cost Score}) = \text{Final Total Score}$$

If a BAFO is not requested, the final Contract award will be based on the highest point total using the following formula:

$$(\text{Original Technical Score}) + (\text{Oral Presentation Score, if applicable}) + \text{Price Proposal Score} = \text{Total Combined Score}$$

4.2.6 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) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful Proposer. The Notice of Award is ATL’s public notice of actual Contract award and will be publicly posted to the ATL website.

4.2.7 Execution of Contract

After the Notice of Award has been posted, the ATL will execute a Contract with the successful Proposer.

PART 2-SCOPE OF SERVICES

Background and Objectives

The Atlanta-region Transit Link Authority (ATL) is seeking proposals from consultants experienced in transit operations/general financial performance audits, and annual report development. Successful firms or teams of firms should be able to demonstrate experience collecting performance data, financial data, and general planning information and general service information from multiple transit operators within a region and compiling those into a regional transit performance audit and annual report.

The ATL was established by HB 930 and created as a new regional governance and funding structure, to improve coordination, integration and efficiency of transit in metro Atlanta. As a requirement of HB 930, the ATL must formulate an annual report and audit of all transit planning, funding and operations within the jurisdiction of the authority which shall be presented by December 1 of each year to the Senate and House Transportation Committees and the local governing authorities of those counties within the jurisdiction of the authority.

The first ATL Annual Report and Transit Audit will cover the period from July 1, 2018 through June 30, 2019. The ATL Annual Report and Transit Audit will cover all federally funded transit operators in the thirteen county ATL region and will consider system performance, operational performance, financial structure, service description, and planning activities during the period covered by the audit and annual report and the previous four (4) years. The data selected for the four years previous to the audit period is to show and allow for trend analysis. As such, the data for the previous four years may be compiled from existing sources (e.g., National Transit Database (NTD), operator annual reports and audits, etc.) The Annual Report and Transit Audit will be structured to allow for trend analysis and performance changes over time from both operator and regional perspective going forward. A focus will be on financial soundness, quality of service and a high-level assessment of operational efficiency.

Work Tasks

Data Collection

Consultants will assess data quality and data availability of a variety of performance measures from each of the federally funded transit providers in the ATL region. The consultants will consider the following list of key performance indicators and are asked to include additional recommendations in their proposals.

Performance Data, Ridership

- Ridership by mode
- Revenue/Service hours by mode
- Revenue/Service miles by mode
- On-Time performance by mode
- Number of accidents by mode (preventable/non-preventable)

Performance Data, Maintenance

- Number of vehicles by mode

- State of Good Repair (SGR) for each category and major sub-category (e.g., Vehicles and type of vehicle)
- Percentage of Preventative Maintenance (PM) on-time by mode
- Number of Road Calls by mode

Financial - Performance

- Total Maintenance cost by mode
- Total Operating costs by mode
- Total Capital costs by mode
- Fare structure
- Fare revenue by mode
- Detailed revenue sources/amounts

The methodology used between operators to report these KPIs must be consistent across operators in order to look at performance measures at a regional scale. The base data collected will be used to calculate, at a minimum, the following performance measures:

- Cost per passenger, by system, by mode and aggregated to the ATL region
- Operating cost per revenue/service hour
- Operating cost per revenue/service mile
- Passenger per mile/hour
- Passenger miles
- Subsidy per passenger
- Fare recovery rate
- On-Time performance
- Federal/State/Local subsidies per passenger

Financial – Budgets, Sources, Uses and Contracts

- Annual Capital and Operating Budgets by Operator – Report shall list source of funds by fund type and how such funds were used/expended.
- Annual Capital and Operating Expenditures aggregated regionally
- DBE/MBE goals set by Operator and each such Operator's performance/achievement percentages against such goals

For Report years two and three, in addition to the Financial items listed above, the following should be included:

- Annual Capital and Operating Budgets by Operator – Report shall list source of funds by fund type and how such funds were used/expended. The expenditure data should be reported in the following formats:
 - expenditures by each operator's major budget categories, and
 - expenditures by geographic distribution (such geographic distribution can be done by counties/municipalities served by each such operator)
 - expenditures aggregated regionally but reported by expenditures within each of the 10 ATL Transit Districts

Note: Reports for operators that function on a different fiscal year than the audit period should be clearly noted and the impact on the funding amounts reported should be clearly explained.

Customer Satisfaction

- By Operator (to the extent this information has been reported by each Operator)
- By Operator/By Mode (to the extent this information has been reported by each Operator)
- By Mode Regionally (Note: The consultant shall **not** be required under this Scope of Services to independently survey or assess Customer Satisfaction as part of this initial Audit; rather a regional report shall be based on an aggregation of the available operator information)

Workshop/Group Meetings

The consultants will work with ATL staff to determine a draft list of data to be collected from the transit operators. The consultants will conduct one board level and one transit executive workshop/group meeting to finalize the data to be collected and the performance measures to be calculated and used to frame the findings in the ATL Annual Report and Transit Audit.

Annual Report and Audit Development

The consultants will collect all data from the transit operators and calculate performance measures to be used as the foundation of the ATL Annual Report and Transit Audit. For the July 1, 2018 – June 30, 2019 audit period, the consultants will request and review data directly from operators, the Atlanta Regional Commission and the Georgia Department of Transportation as applicable; as well as, pull relevant data from any publicly available annual reports, (audited or unaudited) financial reports, NTD and any other reliable sources, including requesting information directly from operators on behalf of the ATL; and, will reconcile or note any differences between publicly available data sources and information received directly from transit operators. As stated, previously, data regarding the previous 4 years prior to the audit period, may be compiled exclusively from publicly available sources. That being said, discrepancies between NTD data and other publicly used sources should be noted, if any.

The report will reflect performance of individual systems by operator as well as aggregated performance across the region broken out at a minimum by mode. The annual report will also include an overview of the history, types of service(s) provided, federal, state and local funding sources and amounts used to provide the service(s), a general description of the service area with some general demographic information, a list of technologies used including, but not limited to, scheduling and dispatching software, trip planning programs or apps, asset management software, camera systems, Automatic Passenger Counters (APCs), etc. to include manufacturer and age, and a discussion of performance trends, recommendations for areas of focus by mode and operator and shall be done in a manner so as to be able to assess improvements (or degradations) over time in comparison to previous audits.

Annual Report and Audit Analysis, Assessments and Comparative Data

Finally, the annual report will include an analysis of the transit investment in the region and frame that investment in the region in terms of vehicle miles traveled (VMT) savings, economic impact, return on investments (ROI), and comparison of federal, state and local investment in other modes such as road construction/maintenance. The annual report will provide comparisons of the performance results, demographics and statistics gathered to those of other regions within the United States that bear

similarities or warrant comparisons to the Atlanta region. Such basis for selection of comparative regions may be based on similarities in geography, population demographics, transit system size/scope or economic competitors to the Atlanta region. Consultants are encouraged to recommend additional methods for framing the cost/benefit of transit in the region to encourage further transit investment in the future, as well as to provide recommendations for improvements or future investments in the region. The consultants will work with ATL staff to present a draft of the ATL Annual Report and Transit Audit to the ATL Board and based on the feedback received, make revisions before submitting a final draft.

Annual Report and Audit Final Deliverables

- The final deliverables under this engagement shall consist of:
 - 1) The FY20XX Atlanta-Region Transit Link Authority Annual Report and Audit Document (the “Report”)
 - 2) An Executive Summary of the Report (which may be incorporated as a section of the Report at the discretion of the consultant; but if incorporated as a section of the Report, it must also be able to function as a standalone high-level summary/synopsis of the full Report)
 - 3) A PowerPoint or Prezi presentation that serves as a presentation-based overview of the findings/conclusion of the Report
- The final Report shall be delivered in the following electronic formats:
 - 1) a format suitable for electronic posting online in either html or Adobe PDF
 - 2) Regardless of the above approach selected by Contractor, a searchable Adobe PDF format version with a hyperlinked Table of Contents
 - 3) An electronic version suitable for submission for professional printing of hard copy versions of the report complete with all graphics.
 - 4) An editable version in either Microsoft Word, Adobe Publisher or other generally accepted format where the content can be copy, pasted and edited by ATL staff for future use

Note: *It shall be the responsibility of the consultant to obtain any and all copyright clearances associated with report content, as well as to properly cite sources of information.*

- All final deliverables shall be and are considered Works Made for Hire, and as such all ownership rights shall be vested in the Atlanta-region Transit Link Authority, including the right to create derivative works. The Atlanta-region Transit Link Authority shall grant the Consultant a non-exclusive perpetual license to use the Work Product and create its own derivative works, with the exception of use of the ATL logo and brand shall receive prior written approval for any use other consultant’s general marketing and business development purposes.

**PROFESSIONAL SERVICES CONTRACT
FOR
ANNUAL REPORT & AUDIT SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into as of _____, 2019 (the "Effective Date"), by and between the ATLANTA-REGION TRANSIT LINK AUTHORITY, a body corporate and politic and an instrumentality and public corporation of the State of Georgia (the "ATL"), and _____, a _____ corporation, authorized to do business in the State of Georgia (the "Consultant"). ATL and Consultant may be referred to individually, as "Party" or collectively, as "Parties."

WHEREAS, ATL desires to secure a qualified and experienced firm to perform various professional marketing and communications services as more fully described in ATL Solicitation No. 19-016: RFP for Annual Report and Audit Services and any addenda thereto and any documents referenced therein (collectively, the "RFP"), and the Consultant's Proposal and any documents referenced therein; and

WHEREAS, Consultant has represented to ATL that it is experienced and qualified and willing to provide all of the expertise needed to successfully provide the work and services more fully described in the RFP (collectively, the "Services"); and

WHEREAS, ATL has the authority to make such contracts as the legitimate and necessary purposes of ATL require pursuant to O.C.G.A. § 50-39-3; and

WHEREAS, ATL has relied upon such representations and selected the Consultant to furnish the Services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Contract.
2. **DEFINITIONS.** Certain capitalized terms used herein shall have the meanings assigned to them as set forth in **Exhibit A** to this Contract. Any other capitalized term not specifically defined in this Contract will have the same meanings assigned in the RFP to that term.
3. **INCLUSION AND PRIORITY OF DOCUMENTS.** The Scope of Services, which is incorporated herein by reference as **Exhibit B**, the RFP, which is incorporated herein by reference as **Exhibit C**, and the Consultant's Proposal (and any documents referenced therein) submitted in response to the RFP, which is incorporated herein by reference as **Exhibit D** (collectively, the "Consultant's Proposal"), are integral parts of the agreement between ATL and the Consultant. This Contract, including all amendments, documents, and exhibits referenced in the Contract (collectively, the "Contract"), the RFP and the Consultant's Proposal shall be collectively referred to as the "Contract Documents."

In the event of a conflict or ambiguity among parts of the Contract Documents, the following order of precedence applies:

1. Any formally executed Amendments to the Contract,
2. The Contract,
3. The Scope of Services, and
4. The RFP, and
5. The Consultant's Proposal.

In the event of any conflict, ambiguity or inconsistency between or among any Contract Documents having the same order of precedence, the more stringent standard will prevail. However, where a lower priority document contains additional or supplemental details, those additional details shall take precedence except where they irreconcilably conflict with a higher priority document.

If the Consultant's Proposal includes statement, offers, terms, concepts or designs that can reasonably be interpreted as offers to (i) provide higher quality items than otherwise required by the other Contract Documents or (ii) perform services or meet standards in addition to or better than those otherwise required, or (iii) otherwise contains terms or designs which are more advantageous to ATL than the other requirements of the other Contract Documents, as reasonably determined by ATL, then Consultant's obligations under the Contract Documents include compliance with all such statements, offers, terms, concepts and designs.

4. CONTRACT TERM AND RENEWAL. This Contract shall be effective upon the Effective Date and shall expire one (1) year thereafter, ending at 11:59 pm (the "Initial Term"). ATL may elect to renew this Contract on the same terms and conditions for up to two (2) renewal periods with a term of up to one (1) year each (each a "Renewal Term"). Renewal of this Contract shall be at the sole discretion of ATL. The Initial Term and any Renewal Term may be referred to collectively as the "Term." Any extension of the Term of the Contract must be in writing and signed by the Parties to the Contract.

5. CONSULTANT RESPONSIBILITIES.

5.1. General. In performing the Services, the Consultant shall use the highest degree of care and skill ordinarily exercised by skilled professionals in the field under similar conditions. The Services to be performed by the Consultant under this Contract shall encompass and include all detail work, services, materials, and equipment, supplies necessary to provide Services in accordance with the ordinary practices in the industry.

5.2. Personnel. The Consultant shall employ only persons qualified as applicable in the appropriate category of Services to be performed. The Consultant shall use the key personnel set forth in the Consultant's Proposal ("Key Personnel"), unless changes to the Consultant's staff are approved in writing by ATL.

5.2.1. Right to Remove. ATL shall have the absolute right to require the Consultant to remove an employee from performing under this Contract for any or no reason. In the event of such removal, Consultant will replace the employee with the appropriate personnel within the time specified by ATL.

5.2.2. Consultant Project Manager. Consultant shall assign a Project Manager who shall interface with ATL ("Consultant Project Manager"), and any other person or persons authorized by ATL to represent ATL in some or all dealings with the Consultant ("ATL-designated Representatives").

5.2.3. Key Personnel. A significant factor in ATL's decision to award this Contract to Consultant is the level of expertise, knowledge and experience possessed by employees of Consultant, particularly Key Personnel and Consultant's agreement to have employees possessing such expertise, knowledge and experience available at all times throughout the Initial Term and any Renewal Term, if applicable, to assist in the provision of the Services. Throughout the Initial Term and any Renewal Term, if applicable, Consultant shall employ individuals having significant training, expertise and experience in the areas or disciplines more particularly set forth in the Contract Documents, together with such other areas of expertise, knowledge and experience as may be designated by ATL from time to time during the Initial Term and any Renewal Term, if applicable. Consultant shall not substitute Key Personnel without the prior written approval of ATL. Any desired substitution shall be noticed to ATL, accompanied by the names and references of Consultant's recommend substitute personnel. Notwithstanding any provision in the Contract Documents to the contrary, the Consultant's project manager proposed by Consultant, any other lead proposed by the Consultant, any other individual for whom a resume was included in Consultant's Proposal shall be considered Key Personnel.

5.3. Accuracy of Services. The Consultant shall be responsible for the accuracy of the Services and shall promptly correct its errors and omissions without additional compensation from ATL. Acceptance of the Services by ATL will not relieve the Consultant of the responsibility for subsequent correction of errors,

the clarification of any ambiguities, or for the costs associated with any additional work, which may include costs caused by negligent errors in, or negligent omissions from, the plans prepared by the Consultant.

5.4. **Interpretation of Information.** At any time during the performance of any Services, the Consultant shall confer with ATL for the purpose of interpreting the information obtained and to correct any errors or omissions. These consultations, clarifications, or corrections shall be made without added compensation to the Consultant other than what has been provided for under the terms of this Contract. The Consultant shall give immediate attention to these changes so there will be minimum delay to others.

5.5. **Safety.** The Consultant shall take all reasonable precautions in the performance of the Work and shall cause its employees, agents and sub-consultants to do the same. The Consultant alone shall be reasonable for the safety, efficiency, and adequacy of the Work, employees, agents and sub-consultants, and for any damage that may result from their actions or inactions.

6. **PROJECT MANAGEMENT.** ATL shall identify a project manager ("ATL Project Manager") who shall act as and be ATL's representative between ATL and the Consultant.

7. SUBCONTRACTING AND ASSIGNMENT.

7.1. **Assignment.** Consultant shall not assign, delegate, sublet or transfer this Contract or any rights under or interest in this Contract without the prior written consent of ATL. The consent of ATL may be withheld for any reason.

7.2. **Subcontracting.** Nothing contained herein shall prevent Consultant from employing independent professional associates or subcontractors as Consultant may deem appropriate to assist in the performance of Services hereunder. However, Consultant shall not subcontract Services to subcontractors that are different from those subcontractors listed in the Consultant Proposal, without obtaining ATL's prior written approval, which approval is within ATL's sole discretion. ATL's reserve the right to review all subcontracts prepared in connection with the Contract, and Consultant agrees that it shall submit to ATL any proposed subcontract documents together with subcontractors cost estimates for review and written concurrence of ATL no later than five (5) business days in advance of execution. Any contract between the Consultant and any subcontractors shall comply with all pertinent provisions to subcontractor's responsibilities in connection with the Services of this Contract. ATL's approval of any assignment, sublet, or transfer shall not release the Consultant of any obligation under this Contract or as otherwise required by Law. All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Contract.

ATL shall have the right to require the Consultant to remove a subcontractor of Consultant from performing under this Contract, if in ATL's sole opinion, such sub consultant (a) is not performing its portion of the Services satisfactorily, (b) is failing to cooperate as required in the Contract Documents, (c) is posing a security risk to any project or to ATL's business, (d) is otherwise breaching a term of the Contract Documents that is applicable to that portion of the Services being performed by the subcontractor, or (e) presence on a project is not in the best interest of ATL. In the event of removal, Consultant will replace the subcontractor with a suitable replacement within the time specified by ATL.

7.3. **Consultant Remains Responsible.** If Consultant subcontracts any of the Services to be performed under this Contract, Consultant shall be as fully responsible to ATL for the acts, errors, or omissions of Consultant's subcontractor and of the persons employed by them as Consultant is for the acts and omissions of persons directly employed by Consultant. Consultant shall be obligated to assist ATL in the enforcement of any rights that ATL has against such subcontractor consultant. Notwithstanding any subcontract or agreement with any subcontractor, Consultant shall be fully responsible to ATL for all of the Services required pursuant to the Contract Documents. Notwithstanding any provision to the

contrary, Consultant shall be responsible to ATL for all terms, conditions, liabilities, and responsibilities under the Contract Documents regardless of whether Consultant or its subcontractor, suppliers, independent consultants, agents or assigns perform any aspect of the Services.

7.4. Prompt Payments to Subcontractor. Consultant represents and agrees that for the duration of any Term it shall make timely payments for Services properly performed to a subcontractor hereunder and Consultant shall indemnify and hold harmless ATL and the State for any liability for payment claimed by a subcontractor. All subcontract agreements between Consultant and subcontractor shall be in writing and shall contain all of the federal requirements and pertinent provisions of this Contract.

7.5. Failure to Comply. Any assignments or subcontracts made in violation of **Sections 7.1 (Assignment)** and/or **7.2 (Subcontracting)** shall be null and void.

8. RELATIONSHIP OF THE PARTIES. Each Party, in the performance of this Contract, shall be acting in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other Party. The employees, agents, partners or Consultants of one Party shall not be deemed or construed to be the employees, agents, partners or Consultants of the other Party for any purposes. Neither Party shall assume any liability of any type on behalf of the other Party or any of such other Party's employees, agents, partners or Consultants. The Parties expressly understand and agree that Consultant is an independent Consultant of ATL in all manner and respect and that no Party to this Contract is authorized to bind the other Party to any liability or obligation or to represent in any way that it has such authority. Consultant shall be solely responsible for all payments to its subcontractor, agents, consultants, suppliers, employees, partners or any other parties with which it does business including, but not limited to, paying all benefits, taxes and insurance, including workmen's compensation insurance, for Consultant's employees.

9. EMPLOYMENT OF AUTHORITY'S PERSONNEL. Consultant shall not employ any person or persons in the employ of ATL for any work required by the terms of this Contract without the written permission of ATL except as may otherwise be provided for herein.

10. PROCESS. ATL will order from the Consultant, all or a portion of the Services as such Services, in the ATL's sole opinion, is needed. The expected project deliverables are set forth in **Exhibit E (Schedule of Services)**. The final schedule for all project deliverables shall be agreed upon by the Parties at the initial kick off meeting scheduled as the first project deliverable pursuant to **Exhibit E**.

10.1. Project Schedule. The performance time of each Service shall be set in **Exhibit E (Schedule of Services)**. Any Services performed before or after the time set forth in **Exhibit E (Schedule of Services)** will be ineligible for payment. Unless an extension of time is granted by ATL pursuant to Section 10.2 (Time Extensions) of this Contract, Consultant will successfully, fully and entirely complete and otherwise perform all Services as required in the Contract Documents.

10.2. Time Extensions. ATL will only grant an extension of time if the Consultant is delayed in the progress of the Services by (i) any act or neglect of ATL, (ii) an event listed in **Section 29.3 (Time of the Essence; Force Majeure)**, or (iii) other governmental actions. If and when such event occurs, then the time of completion set forth shall be extended for such time equal to the time lost as a result of the delay. The Consultant expressly agrees that the Consultant's sole and exclusive remedy for such delay shall be an extension of time within which to perform the affected Services and that the Consultant shall not be entitled to any damages and shall make no demand for any damages. No such extension shall be made for delay occurring more than ten (10) Days before claim thereof is made in writing to ATL. In the case of a continuing cause of delay, only one claim is necessary, but no claim for a continuing delay shall be valid unless the Consultant, within ten (10) Days from the cessation of the delay, shall have given notice in writing to ATL as to the amount of additional time claimed.

In the event time for performance of a scheduled Service expires and the Consultant has not requested or if the ATL has denied an extension of the completion date, Consultant must nevertheless continue Services until the same is complete. No payment shall be made for Services performed after the expiration of the Service completion date except where a time extension has been executed by both Parties in accordance with this **Section 10.2**.

11. PAYMENT.

11.1. **General.** Compensation for Services performed shall be set forth in **Exhibit F (Consultant Rates)**. ATL will also reimburse the Consultant as set forth in **Section 11.15 (Expenses)** for reasonable, actual and documented costs of necessary expenses associated with the performance of the Services provided such costs are preapproved in writing by ATL.

11.2. **Maximum Not To Exceed.** The maximum not to exceed amount for all Services performed under this Contract during the Initial Term is \$_____.

11.3. **Trust Funds.** All payments made by ATL to Consultant for the Services under the Contract Documents shall be held in trust by the Consultant for the purpose of paying its employees, agents, assigns, subcontractors and suppliers who provided any part of the Services.

11.4. **Overpayment.** In the event an overpayment is made to Consultant under this Contract, Consultant shall immediately refund to ATL the full amount of any such erroneous payment or overpayment following Consultant's written notice of such erroneous payment or overpayment, as issued by ATL. If Consultant fails to refund the erroneous payment or overpayment within a thirty (30) Day period, ATL shall be entitled to interest at one percent per month on the amount not repaid from the date of overpayment.

11.5. **Reduction of Payment for Non-Conforming Services.** If any defined action, duty or service or other item of Services required by the Contract Documents is not performed by the Consultant in accordance with the requirements of the Contract Documents, the value of such action, duty or service or other item of Services will be determined by ATL and deducted from any invoice claiming such items for payment. If the Services or part thereof has been completed and is not in conformance with the Contract Documents, the Consultant will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the non-conforming Services) will be withheld by ATL from any invoice until such time as the Services is corrected in accordance with the Contract Documents.

11.6. **Withholding Payments.** ATL reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for Services not completed or not completed in accordance with the Contract Documents. ATL may withhold all or part of any amounts due Consultant to protect ATL from a loss, including but not limited to, losses caused by the following: (a) failure or alleged failure of Consultant to make proper payments to its subcontractors for Services; (b) failure of Consultant to carry out/or remedy the Services in accordance with the Contract; or (c) Consultant's breach of warranties.

Any and all such payment previously withheld shall be released and paid to Consultant promptly when the Services is subsequently performed in accordance with the Contract Documents.

11.7. **Payment not Acceptance.** Payment or use of any Services or portions thereof by ATL shall not constitute an acceptance of any Services not performed in accordance with the Contract Documents.

11.8. **Net 30 Days.** Provided all the conditions in this **Section 11** have been met to ATL's satisfaction, and Consultant is not otherwise in breach of this Contract, ATL's agrees to pay Consultant in accordance with ATL's normal processes and procedures for all undisputed amounts within thirty (30) Days of the

later of a review, if any, undertaken by ATL pursuant to **Section 17.1 (Review of Services)** or ATL's receipt of a valid invoice. If ATL objects to any invoice submitted by Consultant, ATL shall so advise Consultant in writing giving reasons therefor within fourteen (14) business days of receipt of such invoice. If any invoice submitted by Consultant is disputed by ATL, only that portion so disputed may be withheld from payment.

- 11.9. **Invoicing.** The Consultant shall deliver to ATL an audit-worthy invoice on a monthly basis, as applicable, by the tenth (10) Day of the month following the month in which Services was performed. The Consultant shall submit separate invoices as each Service is completed. The Consultant may submit invoices for partial payment of Services in accordance with the requirements of **Exhibit F (Consultant Rates)**. The Consultant agrees to provide an accompanying monthly project progress report in a format acceptable to ATL which will outline in written and, if requested, graphic form the various phases and the order of performance of the Services in sufficient detail so that the progress of the Services can easily be evaluated. Partial payments to the Consultant shall correspond to the progress of Services achieved. ATL will be entitled at all times to be advised at its request as to the status of Services being done by the Consultant and the details thereof.

Consultant shall also provide the following with each invoice: all other documents, records, correspondence and deliverables which Consultant and other persons performing the Services are required to provide ATL under the Contract.

All invoices shall reference ATL Contract No. 19-016. The applicable invoice addresses for ATL is as follows:

ATLANTA-REGION TRANSIT LINK AUTHORITY

Attn: Accounts Payable
245 Peachtree Center Avenue, NE, Suite 2200
Atlanta, GA 30303-1426
Email: einvoices@atltransit.ga.gov

- 11.10. **End of Fiscal Year.** No later than the second Friday of July of each year, Consultant must submit to ATL outstanding invoices or progress reports for Services successfully completed or supplied during the period of July 1st – June 30th of that year. Progress reports shall include a description of the Services that has been successfully completed or supplied and an estimated cost for the Services. Failure to adhere to this requirement may result in non-payment for the Services. ATL reserves its right to dispute part or all of an invoice and to withhold payment for any Services that was not successfully completed or supplied.
- 11.11. **Late Fees.** ATL shall not be liable for late fees, collection fees, attorney's fees, interest, or other fees incurred by the Consultant as a result of non-payment or a delay in payment by ATL.
- 11.12. **Right of Set Off.** ATL may retain or set off any amount owed to it by Consultant.
- 11.13. **Full Compensation.** All Services performed by the Consultant in meeting the requirements of the Contract Documents shall be paid as set forth herein, which shall constitute full compensation for the Services, including but not limited to: (a) the cost of all insurance and bond premiums, home office, job site and other overhead, and profit relating to Consultant's performance of its obligations under this Contract; (b) the cost of performance of each and every portion of the Services (including all costs of all Services provided by subcontractors and suppliers); (c) the cost of obtaining all governmental approvals and all costs of compliance with and maintenance of such governmental approvals; (d) all risk of inflation, currency risk, interest and other costs of funds associated with the partial payment schedule for the Services as provided herein; and (e) payment of any taxes, duties, permits and other fees and/or royalties

imposed with respect to the Services and any equipment, materials, supplies, documentation, labor or services included therein.

11.14. **Overtime.** Unless otherwise authorized in writing by ATL, no premium pay or overtime will be considered compensable and will not be paid by ATL.

11.15. **Expenses.** Consultant shall include in each Invoice and ATL shall reimburse Consultant for reasonable, actual and documented out-of-pocket expenses that are pre-approved in writing by ATL and incurred in connection with the performance of the Services, including air fare, meals, ground transportation, parking), communication, reproduction and other such incidental and actual costs which are reasonable and customary pursuant to industry standards for such expenses incurred during the time period covered by such Invoice. Consultant will be reimbursed for travel necessary to perform the Services requested in this Contract in accordance with the State and ATL travel policies, procedures and prevailing per diem rates which may be found at: <https://sao.georgia.gov/state-travel-policy> and are incorporated herein by reference and made a part of this Contract. Consultant shall provide receipts or other proof of actual cost incurred prior to receiving reimbursement. Notwithstanding the above, ATL will not reimburse Consultant for time spent or costs incurred traveling to and from ATL's office and Consultant's office. ATL will not withhold any taxes on amounts paid to Consultant, and all federal, state and local taxes will be Consultant's responsibility to pay. ATL will not reimburse Consultant for any such taxes.

11.16. **DBE Compliance.** As of the Effective Date of this Contract, ATL has not established contract goals for DBE participation in this Contract. Consultant is still encouraged to employ reasonable means to obtain DBE participation and to retain records in accordance with these DBE specifications, if applicable.

Where Consultant has indicated its intent to perform some or part of the Services as a Disadvantaged Business Enterprise "DBE" Subcontractor in the Consultant Proposal, Consultant shall be required to submit to ATL a completed notice of intent to perform as a DBE subcontractor, as set forth in **Exhibit H - ATL Notice of Intent to Perform as Subcontractor Form**. Thereafter, for any invoice submitted to ATL, Consultant shall comply with and complete the necessary DBE Subcontractor Payment Report, where applicable, and as set forth in **Exhibit I (ATL DBE Subcontractor Payment Report)**. Upon conclusion of the Contract, Consultant shall submit the DBE/SBE contract close-out form and any applicable documentation, as set forth more fully in **Exhibit J - DBE/SBE Utilization Contract Close-Out Report**.

12. GENERAL LIABILITY.

12.1. **General Liability.** The Consultant shall be responsible to ATL for those costs, expenses, liabilities, allegations, claims, bodily injuries, including death, or damage to real or personal property, arising out of or resulting from any wrongful and/or negligent act or omission, the breach of contract, the failure to perform, or other default regarding the Services by the Consultant, its employees, agents, or any of its subcontractors or others working at the direction of the Consultant or on its behalf.

12.2. **General Indemnification.** Consultant hereby agrees to indemnify and hold harmless ATL, the State of Georgia and its departments, other authorities, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including reasonable attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the negligent performance of this Contract or any negligent act, error or omission on the part of the Consultant, its agents, employees, subcontractors or others working at the direction of Consultant or on its behalf, or

due to any breach of this Contract by the Consultant, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the Consultant or its sub consultants.

This indemnification extends to the successors and assigns of the Consultant. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Consultant. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Consultant agrees to reimburse the Funds for such monies paid out by the Funds.

12.2.1. **DOAS.** Risk Management will endeavor to notify affected insurers of claims made against the State that fall within this indemnity. In the event of litigation, ATL will request the Attorney General to endeavor to keep the Consultant and its general liability insurer as named on the insurance certificate informed regarding the claims and settlement.

12.3. **Intellectual Property Indemnification.** Contractor represents and warrants that all Services furnished by Contractor and that all Services, as a whole and each of its components shall not infringe any third party copyright, trademark, trade secret or other intellectual property right. In case the Services or any component of the Services is held to constitute an infringement of the copyrights or other intellectual property rights of a third party and its use is enjoined, the Contractor at the Contractor's sole cost and expense, shall promptly: (a) secure for ATL, its representatives, agents, and designees the right to continue using the infringing item by suspension of the injunction or by procuring a perpetual, non-revocable, paid-up, royalty-free, assignable, non-exclusive license(s) to reproduce, publish, or otherwise use for ATL's direct purposes; or (b) replace the infringing item with a non-infringing substitute that meets the requirements of the Contract Documents; or (c) modify the infringing item so that it becomes non-infringing provided the resulting Services meet the requirements of the Contract Documents. If the amount of time necessary to proceed with one of these options is deemed excessive by ATL, ATL may direct the Contractor to select another option or risk default. Nothing in this provision shall be deemed to limit or condition ATL's rights otherwise set forth in the Contract, including termination. Contractor shall indemnify and hold harmless ATL and the State from and against all suits or claims or loss for infringement of any intellectual property rights resulting from the use by ATL or any of its employees or agents of Services performed pursuant to the Contract Documents. This intellectual property infringement provision shall not apply to any infringement or alleged infringement which is the result of or arises out of ATL, its employees or agents modifying or altering any part or component of the Services, except as consented to by Contractor.

12.4. **Disclaimer of Consequential Damages.** Notwithstanding any provision to the contrary, in no event shall any Party be liable to another Party for any incidental, consequential, special, exemplary or indirect damages, lost business profits or lost data arising out of or in any way related to the Contract Documents.

12.5. **Obligations Not Mutually Exclusive.** The Consultant's obligations under this **Section 12** are in addition to Consultant's obligations under **Section 13 (Insurance)**.

13. INSURANCE.

13.1. **Insurance Certificates.** The Consultant shall procure the insurance coverages identified below at the Consultant's expense and shall furnish ATL an insurance certificate listing ATL, their respective Board of Directors, officials, agents and employees as the certificate holder and an endorsement listing ATL as an additional insured on the commercial general liability and business automobile liability policies.

Evidence of insurance coverages shall be provided on the form acceptable to ATL and the Georgia Office of the Insurance Commissioner. The insurance certificate must provide the following:

- 13.1.1 Name and address of authorized agent
- 13.1.2 Name and address of insured
- 13.1.3 Name of insurance company(ies)
- 13.1.4 Description of policies
- 13.1.5 Policy Number(s)
- 13.1.6 Policy Period(s)
- 13.1.7 Limits of liability
- 13.1.8 Name and address of ATL as certificate holder
- 13.1.9 Project Name and Number
- 13.1.10 Signature of authorized agent
- 13.1.11 Telephone number of authorized agent

- 13.2. **Insurer Qualifications, Insurance Requirements.** Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A-" or better.

Consultant's Commercial General Liability, Business Automobile Liability and Commercial Excess Liability or Umbrella Liability insurance coverage shall be primary insurance with respect to ATL, their respective Board of Directors, officials, agents and employees for any claims not covered by the Georgia Tort Claims Act. Any insurance of self-insurance shall be in excess to the coverage of the Consultants insurance and shall not contribute to it.

Each such policy shall contain the following provisions:

- 13.2.1. No Cancellation. The insurance company will notify ATL upon the cancellation of any insurance affecting this Contract. Such notice shall be valid only as to the Project as shall have been designated by Project Number and Name in said notice.
- 13.2.2. No Invalidation. The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").
- 13.2.3. State Attorney General. Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance. In the event of litigation, any settlement on behalf of the indemnities must be expressly approved by the Attorney General. The Consultant and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnities, in which case there will be mutual cooperation between the Attorney General and such counsel. See O.C.G.A. § 45-15-12.
- 13.2.4. Deductibles. All deductibles shall be paid for by the Consultant.

- 13.3. **Required Insurance Coverages.** From insurers rated at least A- by Best's and registered to do business in the State of Georgia, the Consultant shall provide the following kinds of insurance in the minimum amount of coverage set forth below. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract. ATL reserves the right to require redacted copies of all insurance policies and endorsements required by this Contract at any time.

13.3.1. Workers' Compensation and Employer's Liability. Statutory coverage shall be maintained for Worker's Compensation as required by the laws of the State of Georgia.

13.3.2. Commercial General Liability Insurance. Commercial General Liability Insurance of at least \$2,000,000 per occurrence \$4,000,000 aggregate, including Automobile. The Consultant shall require its subcontractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above.

13.3.3. Business Automobile Liability Insurance. Business Automobile Liability Insurance for bodily injury and property damaged caused by hired, owned, leased, or rented automobiles rented by Consultant with limits of at least \$1,000,000 combined single limit each accident.

13.3.4. Professional Liability (Errors and Omissions) Insurance. Limits shall not be less than the following:

For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.

The Consultant shall maintain professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed by the Consultant for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following issuance of the Certificate of Final Completion for the Project.

13.4. Insurance Premiums and Deductibles. The Consultant shall pay the insurance premiums and shall be responsible for payment of all deductibles and self-insured retention.

13.5. Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the expiration or other termination of the Contract.

13.6. Failure of Insurers. The Consultant is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

13.7. Ongoing Coverage. Consultant is responsible for tracking insurance coverages for itself and its sub Consultants, for ensuring that coverages remain in force throughout the duration of the Contract, and for demonstrating to ATL ongoing compliance with this **Section 13**.

13.8. General. The Consultant's obligations under this **Section 13** are in addition to Consultant's obligations under **Section 12 (General Liability)**.

13.9. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.

13.10. Additional Insured Endorsement. ATL shall be named as an additional insured on all required insurance except for Worker's Compensation and Professional Liability insurance and a copy of each policy endorsement shall be provided with each insurance certificate.

14. CONSULTANT REPRESENTATIONS. The Consultant represents and warrants to ATL and agrees that throughout the Term that:

- 14.1. Licenses. The Consultant has and will maintain and keep in full force and effect during the term of the Contract all required licenses, certifications, and permits necessary to perform all or part of the Services; and
- 14.2. Organization. The Consultant is authorized to do business in the State of Georgia;
- 14.3. Authorization by Consultant. The Consultant has authorized the execution, delivery, and performance of this Contract;
- 14.4. Authorization of Signer. The person signing this Contract has been duly authorized by Consultant to execute and deliver same;
- 14.5. Valid Contract. This Contract is valid, enforceable, and legally binding obligation of the Consultant;
- 14.6. Cooperation. Consultant shall fully cooperate with ATL, the ATL-designated Representative, ATL's other consultants and vendors, and any other governing authority, in furnishing all the Services required by the Contract Documents.
- 14.7. Services/Labor. All deliverables, documentation, Services, services and labor shall (a) conform to the performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, and functions required by the Contract Documents, and (b) be performed per mutually agreed schedules, and in a workmanlike manner, and in accordance with the standard of care and skill exercised by other providers of similar labor and services under similar circumstances at the time the labor and services are provided.
- 14.8. Intellectual Property. As used in this Contract, "Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the forgoing, whether or not registered as of the Effective Date or at any later date. Consultant represents that Consultant, its agents, employees, subcontractors and assigns will neither violate nor in any way infringe upon the Intellectual Property rights of ATL or of any other third party.

15. RESERVED.

16. COOPERATION. ATL shall be entitled to full and prompt cooperation of the Consultant in all aspects of the Services. Consultant shall also fully and promptly cooperate with ATL's Consultants, vendors, and other consultants and other governmental entities, all as directed by ATL. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by ATL, furnishing plans and other data produced in the course of Services for ATL projects, as may be requested from time to time by ATL to effect such cooperation, and compliance with all directives issued by ATL. In the event the Consultant deems that any other of ATL's consultants/vendors or other third parties is delaying the Services or otherwise interfering with the Services, Consultant shall immediately notify ATL in writing of this matter, including a detailed explanation of such delay so that ATL may investigate the issue and assist with a resolution. Consultant's failure to furnish a detailed written notification within seven (7) business days after any consultant, vendor, and/or other third party first failed to cooperate with Consultant or otherwise improperly performed their work, shall result in ATL's denial of any future claim by Consultant that such third party failed to properly perform their work or failed to cooperate with Consultant and Consultant shall be deemed to have

waived such claim and Consultant shall be held to any applicable requirement under the Contract Documents that Consultant alleges is affected thereby.

17. REVIEW/AUDITS.

- 17.1. **Review of Services.** ATL and its ATL-designated Representatives, may at all reasonable times have access to review and inspect the Consultant's activities and data collected under the terms of the Contract Documents. All books, documents, plans, papers, records, reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the Consultant under the terms of the Contract Documents, shall be available to ATL and its ATL-designated Representatives for inspection and review at all reasonable times in ATL's offices. Acceptance of any Services by ATL shall not relieve the Consultant of its obligation to correct, at its expense, any of its errors in the Services.
- 17.2. **Records Retention.** The Consultant and any sub consultants shall keep available for inspection and maintain all books, documents, papers, accounting records, and evidence pertaining to costs incurred as a result of the performance of Services under the Contract Documents and make available at all reasonable times to ATL and the State, for a period of five (5) years after receipt of final payment. Notwithstanding the preceding sentence, if any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated before the expiration of the five-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed. Copies of these documents and records will be furnished to ATL upon request and may be audited by ATL-designated Representatives.
- 17.3. **Audit.** ATL or ATL-designated Representatives may audit Consultant's books and records and perform any other review necessary in order to determine the accuracy of any Consultant invoice upon reasonable prior notice and during business hours. In the event such an audit reveals that ATL was overcharged by five (5%) percent or more during the time period covered by the audit, then Consultant shall pay for all costs and expenses incurred by ATL or ATL -designated Representatives in performing such audit.

- 18. OWNERSHIP OF DOCUMENTS.** The Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations, computer files and other data, prepared pursuant to the Contract Documents shall be delivered to, become and remain in the property of ATL upon the earlier of termination or completion of the Services. ATL shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this Contract. Any use of these documents by ATL on any project other than the project which was the subject of the applicable Service under which the documents were prepared shall be done without liability by the Consultant. Notwithstanding the above, if any of the Services are based on Intellectual Property owned by Consultant prior to the Effective Date ("Consultant Intellectual Property"), then all such reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared pursuant to the Contract Documents shall be delivered to, become and remain in the property of ATL with the exception of such Consultant Intellectual Property, for which Consultant hereby grants ATL an irrevocable, non exclusive, non transferable and royalty free license to use such Consultant Intellectual Property. Consultant shall not publish or make public any of the Services or by-products therefore unless required by law or authorized in writing by the Executive Director of ATL. In such case Consultant shall notify ATL as far in advance as possible to allow ATL, if it deems appropriate, to seek legal redress to prevent such publication.

19. INTELLECTUAL PROPERTY.

- 19.1. **Work Made for Hire.** To the extent possible, any papers, interim reports, forms, and other material which are a part of the Services specifically developed and created by Consultant pursuant to the Contract Documents shall be deemed a "work made for hire" for ATL, with ATL being deemed the author thereof with all rights, title and interest in all such Services and other work product owned by ATL

(collectively, "Work Product"). In the event that any such Work Product is deemed not to be a work made for hire for ATL, then with the exception of any pre-existing Intellectual Property rights owned by Consultant that were used in performing the Services, Consultant hereby irrevocably assigns to ATL all right, title and interest in all such work including, without limitation, all Intellectual Property rights with respect thereto, and further agrees to execute and deliver such other and further assignments, certificates of originality and other documents and instruments as reasonably requested by ATL in order for ATL to evidence and perfect its ownership of all rights with respect thereto. Consultant acknowledges and agrees that the provisions of this Section apply regardless of any disputes, payment issues or other claims that may exist between the Parties, and that ATL's ownership of all rights with respect to such Work Product is unconditional. Such Work Product shall include any and all modifications, improvements, adaptations, revisions, updates, releases, new versions, derivative works, and documentation (including any specifications, copies, notes, summaries or analyses) comprising, based on, derived from, or related to any work made for hire, including any of the foregoing that is conceived, discovered, invented, created, developed or made by Consultant or its agents, employees, sub consultants or suppliers, or any other entity or person with whom Consultant entered into an agreement to perform any portion of the Services required of Consultant under the Contract Documents (collectively, "Consultant Parties"). None of the Consultant Parties shall have any proprietary interest in such Work Product. The Consultant Parties shall not assert any ownership interest or conditions to executing assignments and other documents to evidence and perfect ATL's ownership of all rights in and to same, and any claims that the Consultant Parties may have against ATL shall exclude claims challenging ATL's ownership of same. In the event this Contract is terminated, all Work Product whether completed or not shall be delivered to ATL within ten (10) Days from the date of termination. To the extent any Consultant Intellectual Property is incorporated into any Services, then Consultant agrees to and does hereby grant to ATL and to the State an irrevocable, non exclusive, non transferable and royalty free license to use such Intellectual Property.

- 19.2. **Ownership of Data/Security.** All data, records and operations history information in any way relating to this Contract, ATL, its customers, shall remain the property of ATL at all times during the Contract and after Contract termination for whatever reason.

20. TERMINATION.

- 20.1. **Termination for Cause.** Upon an Event of Default as defined in **Section 24.1 (Event of Default)**, ATL may, in their sole discretion, terminate this Contract, in whole or in part. Termination shall take effect on the date set forth in ATL's notice to Consultant, which shall be no less than fifteen (15) Days after the date of such notice, provided, however, that Consultant shall have an opportunity to cure from receipt of such notice for any such alleged Event of Default, or to submit a plan for cure acceptable to ATL, except in the case of financial improprieties, fraud or other criminal activity on Consultant's part in which case, termination shall be effective immediately upon notification. Upon such termination, ATL will have the right to appropriate or use any or all Services (whether or not complete) as ATL determines. Upon such termination ATL shall not be required to pay Consultant any amounts for Services performed prior to the date of termination for which payment may be due and owing but not yet paid ("Remaining Payment"). In the event the aggregate of ATL's expenses incurred or anticipated to be incurred as a result of Consultant's breach are less than the Remaining Payment, ATL shall remit such differential to the Consultant. In the event ATL's expenses incurred or anticipated to be incurred as a result of Consultant's breach exceed the Remaining Payment, including any costs of ATL incurred by any delay (or from any reason attributable to the delay) then Consultant shall within five (5) Days written notice from ATL, make payment of the differential to ATL. In addition to the rights and remedies in this Section 20.1, ATL shall have all other rights and remedies against Consultant which are available at law or in equity. The Consultant acknowledges that the remedy set forth in this Section 20.1 is the Consultant's sole and exclusive remedy against ATL for termination for cause and Consultant hereby waives all other rights and remedies it may have against ATL, whether at law or in equity.

20.2. **Termination for Convenience.** ATL may terminate this Contract, in whole or in part, for convenience and in writing at least five (5) business days before the effective date of such termination. Consultant will be paid for all Services performed in accordance with the terms and conditions of this Contract prior to termination, less amounts due ATL pursuant to the Contract Documents. ATL will compensate Consultant for partially completed tasks based on a signed statement of completion to be submitted by the Consultant which shall itemize each task element and state in detail the Services that have been completed and what work remains to be done. All Services performed shall remain the property of ATL. ATL shall not be responsible to Consultant for, and Consultant hereby waives any right to any other costs, fees and expenses of any nature whatsoever including, but not limited to, administrative fees, legal fees, costs to set up or shut down operations, salary, overhead, or any other cost or expense, whether direct or indirect, whether foreseen or unforeseen. The Consultant acknowledges that the remedy set forth in this Section 20.2 is the Consultant's sole and exclusive remedy against ATL for termination for convenience and Consultant hereby waives all other rights and remedies it may have against ATL, whether at law or in equity.

20.3. **Termination in General.** Under no circumstances shall a proper termination by ATL (with or without cause) constitute a default by ATL. In the event of a termination for convenience or for cause ATL shall notify Consultant of such action and with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in this **Section 20**. In the event of a termination for convenience or for cause, Consultant shall comply with the terms and conditions of **Section 25.2 (Transition)**. Consultant shall not be paid for, and Consultant hereby waives any claim to special, indirect, consequential or undocumented expenses, lost profit, overhead or any other type of payment (except payment for Services actually performed) regardless of the reason for termination. Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of suspension or termination where Consultant is deprived of the opportunity to complete Consultant's Services.

20.4. **Compliance with Contract.** Consultant shall comply with all of the terms and conditions of the Contract Documents including, but not limited to, the provisions of **Section 25 (Cooperation, Transition of Services, and End of Contract Responsibilities)**, in the event ATL exercises any of its rights under this **Section 20**.

21. CHANGES IN CONSULTANT ORGANIZATION. The Consultant shall notify ATL in writing within five (5) business days upon any action that changes Consultant's corporate structure, including company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in corporate governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact ATL, including payments to the Consultant, and Consultant shall identify how these impacts to ATL will be mitigated. Consultant shall immediately notify ATL of any material adverse change since the Effective Date in Consultant's financial condition, business, affairs or operations, or of the existence of any material impairment of rights or ability of Consultant to carry on as its business and operations as are currently conducted.

22. CONFIDENTIALITY. Consultant acknowledges that in order to perform the Services called for in this Contract, it will be necessary for ATL to disclose to Consultant certain trade secrets, and confidential information concerning the Services, ATL's respective customers, operations, projects, procurements and any confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant agrees that it shall use its best efforts to keep the Confidential Information strictly confidential and shall not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Consultant to perform the Services, and who have executed a nondisclosure agreement with either Consultant or ATL consistent with the provisions hereof.

Consultant shall not have any obligation of confidentiality with respect to any Confidential Information which: (i) can be conclusively demonstrated by the Consultant to have been in its possession or known by it prior to receipt of the Confidential Information under this Contract; (ii) is disclosed by the Consultant with the written approval of ATL; (iii) is developed independently by the Consultant without reference in any way to the Confidential Information provided under this Contract; or (iv) is obligated to be disclosed by order of a court of competent jurisdiction or is subject to disclosure under the Georgia Open Records Act.

Consultant and its representatives shall use the Confidential Information solely for the purpose of providing the Services required under the Contract Documents and shall not in any way use the Confidential Information to the detriment of ATL or their Customers. The Consultant shall return to ATL any Confidential Information immediately on request but no later than upon the termination for whatever reason of this Contract.

23. DISPUTE RESOLUTION. In the event of any dispute whatsoever arising out of or relating to the Contract Documents, the Services, the disputing Party must furnish a written notice to the other Party, setting forth in detail the dispute. Such notice must be addressed to ATL's Project Manager and the Consultant Project Manager, as applicable. Within five (5) Days after the receipt of the notice by the receiving party, ATL Project Manager and the Consultant Project Manager shall meet in ATL's offices to attempt to resolve the dispute. If ATL's Project Manager and the Consultant Project Manager cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute then, within five (5) Days after the date of written notice by either individual to the Executive Director of ATL and Consultant's _____, the Executive Director of ATL and Consultant's _____ shall meet in ATL offices to attempt to resolve the dispute. If the Executive Director of ATL and Consultant's _____ cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then either Party may pursue those remedies only as allowed under this Contract.

24. EVENT OF DEFAULT; DAMAGES/REMEDIES.

24.1. Event of Default. The following shall constitute an Event of Default on the part of the Consultant:

24.1.1. The Consultant withheld, disrupted or delayed Services due to non-payment by ATL, if such withholding of payment is allowed under **Section 11 (Payment)**;

24.1.2. The Consultant has failed to deliver the Services or a component thereof on a timely basis, except to the extent of an excusable delay in accordance with **Section 15.3 (Time Extensions)** and the continuance thereof for a period of five (5) business days after notice is given to the Consultant by ATL;

24.1.3. The performance of the Consultant is not satisfactory, and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by ATL;

24.1.4. The performance of the Consultant is not completed in accordance with the terms and conditions of this Contract;

24.1.5. The Consultant becomes insolvent (other than pursuant to a case, proceeding, or other action pursuant to subparagraph (a)(xii)), or has assigned the proceeds of the Contract for the benefit of the Consultant's creditors (except any assignment of proceeds as collateral for any loan), or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or the Consultant's property or affairs have voluntarily been put in the hands of a receiver; or any case, proceeding or other action against the Consultant is commenced in bankruptcy, or seeking reorganization, liquidation or any relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution or other similar act or law of any jurisdiction, which case, proceeding or other action remains undismissed, undischarged or unbonded for a period of thirty (30) Days;

- 24.1.6. The Consultant failed to provide "adequate assurances" within five (5) Days of ATL's notice, when, in the opinion of ATL, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform any of its obligations under this Contract;
- 24.1.7. The suspension or revocation of any license, permit, or registration necessary for the performance of the Consultant's obligations under this Contract;
- 24.1.8. The Consultant suspended or failed to proceed with any part of the Services;
- 24.1.9. The default in the performance or observance of any of the Consultant's other obligations under the Contract Documents.
- 24.2. **ATL Damages/Remedies.** Upon the occurrence of an Event of Default, ATL may, in addition to and without prejudice to all other contractual remedies and/or remedies allowed at law or in equity, proceed to take any or all of the following actions:
- 24.2.1. Withhold any money then due and/or thereafter due to Consultant;
- 24.2.2. Perform or cause to be performed for the account of Consultant any contractual obligation, the performance of which the Consultant is in default, or make any payment for which the Consultant is in default. The Consultant shall pay to ATL upon demand any amount paid or incurred by ATL in the performance of such obligation. Any amounts which have been paid or incurred by reason of failure of the Consultant to comply with any obligation or provision of this Contract shall bear interest at the Default Rate, which shall be defined as the Prime Rate plus five (5) percent, but in no case higher than the highest rate permitted by law, from the date of payment by ATL until paid by the Consultant; and
- 24.2.3. Obtain the Services, or a portion thereof, from a third party under substantially similar terms of this Contract, and recover from Consultant all additional costs and expenses paid or incurred by ATL as a result of the Event of Default, plus all additional costs paid or incurred by ATL to obtain the replacement Services as set forth in this **Section 24.2**.

25. COOPERATION, TRANSITION OF SERVICES, AND END OF CONTRACT RESPONSIBILITIES.

- 25.1. **Cooperation.** In the event that ATL enters into any agreement at any time with any other consultant(s) for work related to the Services, Consultant agrees to cooperate fully with such other consultant(s) in order to facilitate the performance of the Services and/or provision of work by such other consultant(s) and to refrain from any activity which would interfere with performance of the Services and/or provision of work by such other consultant(s).
- 25.2. **Transition.** Upon expiration or earlier termination of this Contract, Consultant shall accomplish a complete transition of the Services from Consultant to ATL, to the ATL-designated Representative or to any replacement provider designated by ATL, without any interruption of, or adverse impact on the Services any component thereof or any other Services provided by third parties. Consultant shall cooperate fully with ATL, ATL-designated Representative, or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All Services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder and any other work for which there are no labor or equipment rates set forth in **Exhibit F (Consultant Rates)** shall be set forth in a writing signed by both Parties.
- 25.3. **End of Contract.** The Consultant shall perform the end of Contract responsibilities as reasonably specified by ATL upon the expiration or earlier termination of this Contract.

25.4. **Failure to Comply.** The Parties acknowledge and understand that Consultant's failure to comply with the terms and conditions as stated hereinabove shall adversely affect ATL and result in monetary loss to ATL. ATL shall assess, audit, and certify to the Consultant ATL's monetary losses resulting from the Consultant's failure to comply with the provisions of this **Section 25**.

26. CONFLICTS OF INTEREST. ATL's employees are bound by the Georgia Governor's Executive Order dated January 10, 2011 for "Establishing a Code of Ethics for Executive Branch Officers and Employees." The Executive Order prohibits ATL's 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 Consultant, or its subcontractors or suppliers, to make gifts or favors to any of ATL's employees. It is also unlawful for an ATL employee to accept any such gift or favor. The Consultant represents and warrants that it, its principals, its employees, and all others in close association or otherwise affiliated with it, have no conflict of interest or of time, directly or indirectly, that would prevent timely performance of the Services in a manner that is free of appearance or fact of impropriety. The Consultant promises to allow no such conflict to arise and promises to disclose such a conflict in the event that, nevertheless, one develops. Such disclosure must be made in writing to the ATL Project Manager no later than five (5) Days after such conflict arises.

27. MANDATORY FTA CLAUSES. Consultant shall comply with the requirements set forth in **Exhibit G (Mandatory FTA Clauses)**, attached hereto and incorporated herein. To the extent there is any conflict between the Contract Documents and Exhibit G, the terms of **Exhibit G** shall control.

28. EXHIBITS. The following Exhibits are attached hereto and incorporated into and made a part of the Contract Documents:

Exhibit A - Definitions

Exhibit B - Scope of Services

Exhibit C - RFP

Exhibit D - Consultant's Proposal

Exhibit E - Schedule of Services

Exhibit F - Consultant Rates

Exhibit G - Mandatory FTA Clauses

Exhibit H - ATL Notice of Intent to Perform as Subcontractor Form

Exhibit I - ATL DBE Subcontractor Payment Report

Exhibit J - DBE/SBE Utilization Contract Close-Out Report

29. MISCELLANEOUS.

29.1. **Compliance with Laws.** The Consultant shall perform its obligations hereunder in accordance with all applicable federal, state, and local government laws, rules, regulations, orders, ordinances and approvals, including but not limited to procedures and requirements relating to labor standards, compliance with Americans with Disabilities Act, anti-solicitation, O.C.G.A. §50-5-82, O.C.G.A. §13-10-91, immigration (O.C.G.A. §13-10-91 et seq.), and auditing and reporting provisions, now or hereafter in effect, and any rules required by any federal grant funding payment by ATL.

29.1.1. Federal Changes. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Contract between Purchaser (ATL) and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Consultant's failure to so comply shall constitute a material breach of this Contract.

29.2. **Parties Bound.** This Contract will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

- 29.3. **Time of the Essence; Force Majeure.** Time is of the essence for all Services performed pursuant to the Contract Documents. The Consultant shall perform its responsibilities for the Services in accordance with the schedule set forth herein. However, neither Party shall be liable to the other Party for any delay or failure of performance due to fires or other casualties, acts of God, unusual weather conditions, strikes or labor disputes, war, or any cause beyond the reasonable control of either Party. Consultant's exclusive remedies for force majeure are set forth in **Section 15.3 (Time Extensions)**.
- 29.4. **Non-disparagement.** Each Party agrees not to make any statement, written or oral, to any third party which disparages or criticizes the other Party or the other Party's respective officers, directors, employees, agents or management and business practices, in each case in connection with the performance or administration of the Services, this Contract, any other work/relationship between the other Parties under separate agreement, or any matter related thereto. The provisions of this **Section 29.4** shall not apply to any truthful statement required to be made by either Party, or such Party's officers, directors or agents, as the case may be, in any legal proceeding or governmental or regulatory investigation or to any internal discussions or communications between the Parties.
- 29.5. **Trading with State Employees.** The Consultant represents that the provisions of O.C.G.A. §§45-10-20 et seq. have not and will not be violated under the terms of this Contract.
- 29.6. **Lobbyists.** Consultant represents and warrants that the Consultant and its lobbyists, if any, are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Procurement Manual, incorporated herein by reference.
- 29.7. **Governing Law and Venue.** This Contract is a Georgia agreement made under the laws of the State. It will be enforced according to Georgia law without regard to its conflict of laws rules or any other rules directing referral to foreign law or forums. Any action related to this Contract in any way shall be brought exclusively in the Superior Court of Fulton County, Georgia, and each Party hereby consents to the jurisdiction and venue of such Court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum. Each Party hereby agrees to execute an acknowledgment of service of process at the request of the other Party in any litigation related to this agreement. In the event that a Party does not provide an acknowledgment of service as agreed, each Party consents to service of process at that Party's address set forth in **Section 29.8 (Notices)**.
- 29.8. **Notices.** All notices, notifications, approvals, acceptances, requests, permission, waivers or other communications (excluding invoices that will be handled as set forth in **Section 11 (Payment Terms)**) hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Invoices may also be sent by U.S. Mail, postage prepaid. Notices will be deemed to have been given when received, unless otherwise noted in the Contract. If a Party refuses to accept delivery or fails to take delivery, notice shall be deemed given on the day delivery is first attempted. Notice may also be given by email, provided a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below.

For ATL:

The Atlanta-region Transit Link Authority
 Attn: Lori Sand
 245 Peachtree Center Avenue NE, Suite 2200
 Atlanta, GA 30303-1426
 Phone: (404) 893-6130
 Email: lsand@ATLtransit.ga.gov

For the Consultant:

 Attn: _____

 Phone: _____
 Email: _____

- 29.9. **Taxes.** The Consultant will pay all taxes lawfully imposed upon it that may arise with respect to this Contract.
- 29.10. **Safety and Health/No Discrimination.** Consultant shall at all times comply with and require that all of its subcontractors performing Services under this Contract comply with all applicable federal and State occupational safety and health standards, rules, regulations and federal and State orders. Consultant shall not and shall cause any sub-consultant to not discriminate on the basis of race, color, national origin, sex, age, religion or handicap in the performance of the Services under the Contract Documents. Consultant shall carry out and shall cause its subcontractors to carry out, applicable requirements of 49 CFR Part 26. Consultant shall include this provision in every subcontract pertaining to the Services.
- 29.11. **Publicity.** Consultant shall not issue a press release or otherwise publicize the Services or this Contract without the prior written permission of ATL's Government and External Affairs Director. Any request for information directed to the Consultant, pursuant to the Georgia Open Records Act, by the public shall be immediately redirected to ATL for handling. ATL shall be responsible for providing the response to requests under the Georgia Open Records Act. Consultant acknowledges and agrees that all records of the Services and work, including records of contractors and subcontractors are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being called to O.C.G.A. § 50-18-70 (b)(2) regarding the records of private entities in the performance of a service or function for or on behalf of a state agency, public agency or public office. The Consultant shall include this language or similar language in all contracts with its subcontractors.
- 29.12. **Drug-Free Workplace.** Consultant certifies that (i) a drug free workplace will be provided for the Consultant's employees during the performance of this Contract, and (ii) it will secure from any sub-consultant, agent or assign hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Consultant's Name), (Subcontractor's Name), certifies to the Consultant that a drug free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3." Consultant may be suspended, terminated, or debarred if it is determined that (i) the Consultant has made false certification hereinabove, or (ii) the Consultant has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.
- 29.13. **Remedies Cumulative.** The rights and remedies of ATL under this Contract are cumulative of one another and with those otherwise provided by law or in equity.
- 29.14. **Waiver and Severability.** The waiver by ATL of a breach of any provision of this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Contract. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Contract are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.
- 29.15. **No Third Party Beneficiaries.** Nothing contained in the Contract Documents shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Contract.
- 29.15.1. Federal Government not a Party. 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 either ATL, Consultant, or any other party

(whether or not a party to the Contract) pertaining to any matter resulting from the underlying Contract.

29.15.2. **Subcontract Language.** Consultant agrees to include the language in **Section 29.15.1** in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-consultant who will be subject to its provisions.

29.16. **Captions.** The captions in this Contract are solely for convenience, and will not affect the interpretation of any terms of this Contract.

29.17. **Counterparts.** The Parties may execute this Contract in counterparts.

29.18. **Construction of Contract.** In the event this Contract must be interpreted by a court of competent jurisdiction as defined in **Section 29.7 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Contract that will not be construed against one Party over the other because such Party drafted the Contract.

29.1. **Survival.** In addition to those provisions, which by their terms would naturally survive termination of the Contract, Sections 3 (Inclusion and Priority of Documents), 7 (Subcontracting and Assignment), 11 (Payment), 12 (General Liability), 13 (Insurance), 14 (Consultant Representations), 17 (Review/Audits), 18 (Ownership of Documents), 19 (Intellectual Property), 20 (Termination), 22 (Confidentiality), 23 (Dispute Resolution), 24 (Event of Default; Damages/Remedies), 25 (Cooperation, Transition of Services and End of Contract Responsibilities), 26 (Conflicts of Interest), 27 (Mandatory FTA Clauses) and 29 (Miscellaneous) shall survive the termination for whatever reason of this Contract.

29.2. **Non-exclusivity.** This Contract is entered into solely for the convenience of ATL and the State, and in no way precludes ATL from obtaining like goods or services from other consultants at ATL's sole discretion.

29.3. **Entire Contract; Amendment.** This Contract contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. ATL shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document prepared by the Consultant which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. No amendment to this Contract shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this Contract effective as of the Effective Date.

State Road and Tollway Authority

By: _____
Christopher Tomlinson
Executive Director

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

EXHIBIT A DEFINITIONS

- “ATL”** shall mean the Atlanta-region Transit Link Authority.
- “ATL-designated Representatives”** shall have the meaning assigned to it in Section 5.2.2 (Consultant Project Manager) of the Contract.
- “ATL Project Manager”** shall have the meaning assigned to it in Section 6 (Project Management) of the Contract.
- “Confidential Information”** shall have the meaning assigned to it in Section 22 (Confidentiality) of the Contract.
- “Consultant”** shall mean the person, firm, joint venture, or corporation that ATL has hired to perform the services required by this Contract.
- “Consultant Parties”** shall have the meaning assigned to it in Section 19.1 (Work Made for Hire) of the Contract.
- “Consultant Project Manager”** shall mean the Consultant’s designated representative who has been assigned to interface with ATL.
- “Consultant Intellectual Property”** shall have the meaning assigned to it in Section 18 (Ownership of Documents) of the Contract.
- “Consultant’s Proposal”** shall mean those documents contained herein as Exhibit D.
- “Contract”** shall mean ATL Contract No. 19-016.
- “Contract Documents”** shall have the meaning assigned to it in Section 3 (Inclusion and Priority of Documents) of the Contract.
- “Days”** shall mean calendar days unless otherwise specified in the Contract.
- “DOAS”** shall have the meaning assigned to it in Section 12.2 (General Indemnification) of the Contract.
- “Effective Date”** shall have the meaning assigned to it in the first paragraph of the Contract.
- “Funds”** shall have the meaning assigned to it in Section 12.2 (General Indemnification) of the Contract.
- “FTA”** shall mean Federal Transit Administration.
- “Indemnitees”** shall have the meaning assigned to it in Section 12.2 (General Indemnification) of the Contract.
- “Initial Term”** shall have the meaning assigned to it in Section 4 (Contract Term and Renewal) of the Contract.
- “Intellectual Property”** shall have the meaning assigned to it in Section 14.8 (Intellectual Property) of the Contract.
- “Key Personnel”** shall have the meaning assigned to it in Section 5.2 (Personnel) of the Contract.
- “Law”** shall include all local, state, and federal, including FTA regulations and rules.
- “Renewal Term”** shall have the meaning assigned to it in Section 4 (Contract Term and Renewal) of the Contract.
- “Remaining Payment”** shall have the meaning assigned to it in Section 20.1 (Termination for Cause) of the Contract.
- “Separation of Insureds”** shall have the meaning assigned to it in Section 13.2.2 (No Invalidation) of the Contract.
- “Services”** shall have the meaning assigned to it in the Recitals of the Contract.
- “State”** shall mean the state of Georgia.
- “Term”** shall have the meaning assigned to it in Section 4 (Contract Term and Renewal) of the Contract.
- “Work Made for Hire”** shall have the meaning assigned to it in Section 19.1 (Work Made for Hire) of the Contract.
- “Work Product”** shall have the meaning assigned to it in Section 19.1 (Work Made for Hire) of the Contract.

Wherever the word *“including”*, *“includes”* or *“include”* is used in this Contract, it shall be deemed to be followed by the words *“without limitation.”*

EXHIBIT B
Scope of Services

[Insert Scope]

EXHIBIT C
RFP

Incorporated By Reference Herein

EXHIBIT D
CONSULTANT'S PROPOSAL

Incorporated By Reference Herein

**EXHIBIT E
SCHEDULE OF SERVICES**

Key Project Deliverables Schedule:

Due Date	Event

**EXHIBIT F
CONSULTANT RATES**

EXHIBIT G
MANDATORY FTA CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

- 1.1 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 ATL, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- 1.2 Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

- 2.1 Consultant acknowledges that the provisions of the Project Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Project Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Consultant 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, Consultant 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 Project Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.
- 2.2 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 ATL of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Consultant, to the extent the Federal Government deems appropriate.
- 2.3 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.

3. ACCESS TO RECORDS.

- 3.1 Consultant agrees to provide to ATL, Georgia Office of Treasury and Fiscal Services, U.S. Secretary of Transportation, and the Comptroller General of the United States or their duly authorized representatives, access to all contract records, including those required by 49 U.S.C. § 5325(g), for the purpose of examining, auditing, and copying them. Consultant further agrees to require and assures that its subcontractors shall provide sufficient access to procurement records as needed for compliance with State and Federal laws and regulations or to assure proper project management as determined by FTA.
- 3.2 During the course of the Services and for three (3) years thereafter from the date of final payment, Consultant agrees to maintain intact and readily accessible all data, books, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Services as the State and Federal governments may require.

4. FEDERAL CHANGES. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master

Contract between Purchaser (ATL) and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Consultant's failure to so comply shall constitute a material breach of this Contract.

5. CIVIL RIGHTS.

- 5.1 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 5.2 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
- 5.2.1 *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.
- 5.2.2 *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.
- 5.2.3 *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.
- 5.3 Subcontracts. Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE).

- 6.1 This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. ATL's overall goal for DBE participation in federally funded contracts awarded during FFY'18-FFY'20 (October 1, 2017 and September 30, 2019) has not been established as of the Effective Date of this Contract. ATL has not established a separate DBE goal for this project.

- 6.2 Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Consultant 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 ATL deems appropriate. Each subcontract Consultant signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 6.3 Consultant will be required to report its DBE participation obtained through race-neutral means throughout the Term of Contract.
- 6.4 Consultant is required to pay its subcontractor(s) performing work related to this Contract for satisfactory performance of that work no later than fifteen (15) calendar days after Consultant's receipt of payment for that work from ATL. In addition, Consultant may not hold retainage from its subcontractors.
- 6.5 Consultant must promptly notify ATL 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. Consultant may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of ATL.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any ATL requests which would cause ATL to be in violation of the FTA terms and conditions.

8. PROMPT PAYMENT OF SUBCONTRACTORS.

- 8.1 Consultant shall pay its subcontractors for satisfactory performance of their contracts no later than fifteen (15) calendar days from receipt of each payment received by Consultant from ATL.
- 8.2 Failure to comply with the terms and conditions of this Article shall constitute a breach of contract and further payments for any work performed may be withheld until such time as corrective action is taken. Consultant shall be responsible for any corrective action required by ATL at the time of final inspection. If Consultant fails to take corrective action, ATL reserves the right to terminate the contract.
- 8.3 Any delay or postponement of payment among Consultant and its subcontractors may take place only for good cause, with prior written approval from ATL.
- 8.4 All subcontract agreements between Consultant and subcontractors shall be in writing and shall contain all of the federal requirements and pertinent provisions of the prime contract.
- 8.5 Consultant is required to return any and all retainage payments to its subcontractors within thirty (30) calendar days after the subcontractor's work related to this Contract is satisfactorily completed. ATL discourages Consultant from withholding retainage from its subcontractors.

9. SUSPENSION AND DEBARMENT.

- 9.1 This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, ATL is required to assure that Consultant, its subcontractors, and other participants at any tier of the Project are not excluded or disqualified as defined in 2 CFR Part 180 Subpart I.

- 9.2 Consultant is required to comply with 2 CFR Part 180 and 2 CFR Part 1200 and must include the requirement to comply with Subpart C of 2 CFR 180 as supplemented by 2 CFR Part 1200 in any lower tier covered transaction.

10. ENERGY CONSERVATION. 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.

11. LOBBYING.

- 11.1 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying" with their bid. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12. CLEAN AIR REQUIREMENTS. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Consultant agrees to report each violation to ATL and understands and agrees that ATL will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. CLEAN WATER REQUIREMENTS. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Consultant agrees to report each violation to ATL and understands and agrees that ATL will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. FLY AMERICA. Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their vendors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

15. COVENANT AGAINST CONTINGENT FEES. Consultant shall comply with all relevant requirements of all Federal, State, and local laws. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, ATL shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. NATIONAL ITS CONFORMANCE CLAUSE. To the extent applicable, Consultant agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 FR 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing."

EXHIBIT H
ATL NOTICE OF INTENT TO PERFORM AS SUBCONTRACTOR FORM



Disadvantaged Business Enterprise

NOTICE OF INTENT TO PERFORM

AS A SUBCONTRACTOR AND/OR MATERIAL SUPPLIER

NAME OF PROJECT _____

ATL CONTRACT/SOLICITATION NUMBER _____

CHECK ONE:

☐ Subcontractor

☐ Subcontractor with Lower-Tier Subcontractors

(Fully complete Parts I and III)

(Fully complete Parts I, II and III)

PART I: SUBCONTRACTOR PARTICIPATION

1. TO: _____

(Name of Prime Contractor)

FROM: _____

(Name of Subcontractor)

2. The undersigned Subcontractor/Supplier intends to perform work with the above project as (Check one):

☐ an individual I sole proprietorship

☐ a partnership

☐ a corporation

☐ a joint venture

3. The undersigned Subcontractor/Supplier (check applicable statements):

☐ is a Non-DBE.

☐ has been certified as a DBE by with GDOT or MARTA.

☐ has been certified as a SBE

NOTE: DBE firms participating in the Disadvantaged Business Enterprises (DBE) Program must have "current" certification status through the Georgia Uniform Certification Program (GUCP) prior to contract award. DBE Firms must be fully certified through our Georgia Department of Transportation ("GDOT") to be counted towards the DBE goals on this project. Evidence of DBE certification must be attached to this form.

4. The undersigned Subcontractor/Supplier is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) and at the following price \$ _____.

PART II: LOWER-TIER SUBCONTRACTOR PARTICIPATION

With respect to the proposed subcontract described above, the following lower-tier subcontract(s) will be sublet and/or awarded to lower-tier subcontractor(s):

Name of Firm Receiving Lower-Tier Subcontract _____

Work to Be Performed _____

Contract Amount \$ _____

(List DBE and Non-DBE Firms) DBE (Y/N)

Subcontract \$ _____ ()

Company _____

Address: _____ DUNS _____ CCR: _____

Contact Person: _____ Phone No: _____ Insurance ____ (Y/N)

Subcontract \$ _____ ()

Company _____

Address: _____ DUNS _____ CCR: _____

Contact Person: _____ Phone No: _____ Insurance ____ (Y/N)

Subcontract \$ _____ ()

Company _____

Address: _____ DUNS _____ CCR: _____

Contact Person: _____ Phone No: _____ Insurance ____ (Y/N)

Total amount to be subcontracted out to DBE: \$ _____

Total amount to be subcontracted out to non-DBE/SBE: \$ _____

PART III: SIGNATURES

_____ BY: _____ PHONE: _____

(DATE: _____)

(Name of Prime Contractor) (Signature of Authorized Representative)

_____ BY: _____ PHONE: _____

(DATE: _____)

(Name of Sub-Contractor) (Signature of Authorized Representative)

PART IV: DBE PARTICIPATION VERIFICATION

To be completed by ATL DBE Representative:

Total DBE Participation: Amount: \$_____ Overall %_____

Reviewed for Content and Completeness:

Compliance Manager/DBE Liaison Officer

EXHIBIT I
ATL DBE SUBCONTRACTOR PAYMENT REPORT FORM



**DISADVANTAGED BUSINESS ENTERPRISE "DBE" PARTICIPATION
SUBCONTRACTOR PAYMENT REPORT**

To be completed by subcontractor and included in each Contractor/Consultant/Vendor's (the "Prime Contractor") Payment Request

Subcontractor's Name: _____

Report: Month _____ Year _____

DBE Certification #: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Subcontractor Services Provided _____

DBE Subcontract Amount: _____
Contract Begin Date: _____
Contract End Date: _____

List all payments received from Prime Contractor in Preceding 30 Days:

Invoice #	Subcontractor Invoice Date	Amount	Date Payment Received from Prime Contractor

Total Amount Received \$ _____

List dates and amounts of any outstanding invoice payments due from Prime Contractor:

Subcontractor Invoice #	Subcontractor Invoice Date	Amount

Total Dollars Unpaid \$ _____

Prime Contractor Name: _____ Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

RETURN COMPLETED FORM AND ANY ADDITIONAL INFORMATION AS REQUIRED TO:

CATHY GESICK, COMPLIANCE MANAGER/DBE LIAISON OFFICER

Atlanta-region Transit Link Authority

245 Peachtree Center Avenue NE, Suite 2200,

Atlanta, GA 30303-1426

Email: cgesick@srta.ga.gov

Telephone: (404)-893-6177

Signature of DBE: _____ **DATE:** _____

EXHIBIT J
DBE/SBE UTILIZATION CONTRACT CLOSE-OUT REPORT



DBE/SBE UTILIZATION CONTRACT CLOSE-OUT REPORT

The Contractor/Consultant/Vendor must complete the DBE/SBE Utilization Contract Close-Out Report ("Close-Out Report") and submit it to the ATL Project Manager after completion of all work on the Contract. The Compliance Manager/DBE Liaison Officer will verify the information included in the report. Contractor/Consultant/Vendor may be asked for additional documentation upon ATL's review of the Close-Out Report. If you have questions regarding the preparation of this report, contact Cathy Gesick at cgesick@srta.ga.gov or (404) 893-6171.

Part I: Summary Information

Contract Amount: State the total amount of the original Contract awarded to the Contractor/Consultant/Vendor, the total amount of all approved changes to the Contract, the total amount of the final contract (i.e. the total of the original contract amount plus the amount of all approved changes), and the total amount that has actually been paid to the Contractor/Consultant/Vendor to date.

DBE/SBE Amounts: Report the total dollar amount and percentage of the Contract committed to DBEs as stated in the original approved Utilization Plan, the total of all approved changes to amounts committed to DBEs, and the final total dollar amount and percentage of the final Contract amount DBEs will be paid on the Contract (i.e. the total amount paid to DBEs to date).

Part II: Contractor/Consultant Participation

Complete Part 2 *only* if the Contractor/Consultant/Vendor is a DBE. Report the Contractor/Consultant/Vendor's own participation (total dollar amount and percentage of the contract), less any amount subcontracted, as reported in the original approved Utilization Plan, report the total dollar value of approved changes to the amount of the Contractor/Consultant/Vendor's participation, less any amount subcontracted, and report the final total of the Contractor/Consultant/Vendor's participation (total dollar amount and percentage of the contract), less any amount subcontracted.

Part III: Subcontractor Participation

List each subcontractor/subconsultant/supplier (including DBEs) contained in the original approved Utilization Plan. Also, list any other subcontractors/subconsultants/supplier used in the performance of the Contract. Give the complete name of each subcontractor/subconsultant/supplier and provide:

- a) the dollar amount committed to the subcontractor/subconsultant/supplier in the original Utilization Plan;
- b) the dollar amount of any approved changes to the commitment that subcontractor/subconsultant/supplier;
- c) the actual amount paid to the subcontractor/subconsultant/supplier to date; and
- d) the amount of retainage due to the subcontractor/subconsultant/supplier.

For each subcontractor/subconsultant/supplier, explain any difference in the amount contained in the original Utilization Plan and the final total. The final total is the actual amount paid to the ATL Contract No. 19-016

ATL Annual Report
& Audit Services Contract

subcontractor/subconsultant/supplier to date plus the amount of retainage due to the subcontractor/subconsultant/supplier (i.e., c + d).

If a subcontractor/subconsultant/supplier was substituted with another subcontractor/subconsultant/supplier, or if a subcontractor/subconsultant/supplier was added or deleted, attach a copy of the approval letter from ATL. If an unapproved substitution was made, please indicate and attach any relevant information.

Part IV: Signature and Notarization

The completed document must be signed by an authorized representative of the Contractor/Consultant/Vendor firm and notarized by a public notary prior to submission to ATL.



DBE/SBE UTILIZATION CONTRACT CLOSE-OUT REPORT

Instructions: This form must be signed by an authorized representative of the Contractor/Consultant/Vendor and notarized. Detailed instructions are provided on the previous page.

ATL Contract No.: _____

Project Name: _____

Contractor/Consultant/Vendor Name: _____

Contractor/Consultant/Vendor is:

- ☐ Non-DBE
☐ DBE
☐ SBE

Part I: Summary Information

	Original Contract and Utilization Plan	Approved Changes	Final Total	Actual Amount Paid
Contract Amount	\$	\$	\$	\$
DBE Amounts	\$	\$	\$	\$
	%		%	%

DBE Race	Original Contract and Utilization Plan Percentage	Approved Changes	Final Total	Actual Amount Paid
African American	%			
Hispanic	%			
Native American	%			
Asian American	%			
Other	%			

Part II: Contractor/Consultant/Vendor Participation

If Contractor/Consultant/Vendor is a DBE, contractor's participation, less any amount subcontracted

Original Contract and Utilization Plan	Approved Changes	Final Total
\$	\$	\$
(%)		(%)

Part III: Subcontractor Participation

List below all subcontractors/subconsultants/suppliers (DBEs as well as non-DBEs) used in performance of the contract.

Subcontractor: _____

Utilization Plan	Approved Changes	Actual Amount Paid	Amount of Retainage Due
\$	\$	\$	\$

Reasons for any difference between the Utilization Plan and the Final Total (Actual Amount Paid + Amount of Retainage Due): _____

Subcontractor: _____

Utilization Plan	Approved Changes	Actual Amount Paid	Amount of Retainage Due
\$	\$	\$	\$

Reasons for any difference between the Utilization Plan and the Final Total (Actual Amount Paid + Amount of Retainage Due): _____

Subcontractor: _____

Utilization Plan	Approved Changes	Actual Amount Paid	Amount of Retainage Due
\$	\$	\$	\$

Reasons for any difference between the Utilization Plan and the Final Total (Actual Amount Paid + Amount of Retainage Due): _____

Part IV: Affidavit

The above information is true and complete to the best of my knowledge and belief.

Name and Title (Print) _____

Signature: _____ Date: _____

State of _____

County of _____

On the _____ day of _____, 20____, personally appeared _____
and having been duly sworn by me subscribed to the foregoing affidavit and has stated therein are
true and correct.

Printed Name of Notary

FOR INTERNAL USE ONLY

Signature: _____
ATL Technical Lead

Date: _____

Printed Name: _____