



**REQUEST FOR PROPOSALS
GENERAL TRANSIT FEED SPECIFICATION (GTFS) CONSULTING**

Instructions to Proposers:

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

PROPOSAL OF:

Name of Proposer: _____

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: August 13, 2:00PM EST

Schedule of Events

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| Release RFP | July 24, 2019 |
| Pre-Proposal Conference | July 30, 2019 10AM EST |
| Deadline for Proposer Written Questions | August 2, 2019 2PM EST |
| Responses to Written Questions | August 7, 2019 |
| Proposal Submission Deadline | August 13, 2019 2PM EST |
| Interviews (Optional, by invitation only) | August 26-27, 2019 |
| Notice of Intent to Award | August 29, 2019 |
| Notice of Contract Award | September 9, 2019 |



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PART 1 – SOLICITATION, OFFER AND AWARD

1. General Information

1.1 Purpose of Procurement

The ATL is seeking to retain the services of a firm or teams of firms experienced in General Transit Feed Specification (GTFS) and GTFS real-time to improve GTFS and GTFS real-time data accuracy, develop regional data standards, and outline regional roles and responsibilities for the development and promulgation of the region's GTFS and GTFS real-time feeds. The scope of work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, services, and incidentals to provide the Scope of Work 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:

- 91896--Transportation Consulting
- 91832--Consulting

All Proposers 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.

A complete copy of the RFP document can be accessed 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 six month ("Initial Term") with up to one (1) renewal option of six months (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.

1. 3 Solicitation Schedule

The Schedule of Events set out herein represents the ATL's 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 is delayed, the Schedule of Events may be shifted as appropriate and at the ATL's discretion. Any changes to the Schedule of Events up to the Proposal Submission Deadline will be posted to the ATL website at <https://atltransit.ga.gov/procurement/>. After the Proposal Submission Deadline, the ATL reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the Contract term on an as needed basis with or without notice.



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1.4 Restrictions on Communications with the ATL and SRTA

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 SRTA staff or Board Members regarding this procurement. All Proposer communications concerning this solicitation should be directed to the Issuing Officer. Prohibited communication includes all contact or interaction regarding this solicitation, including, but not limited to, telephonic communications, emails, faxes, letters, texts, or personal meetings. Unauthorized contact regarding this solicitation may result in disqualification.

1.5 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 July 30, 2019, 10:00 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. Prospective Proposers may also dial in to the Pre-Proposal Conference by calling 515-604-9950, Access Code: 655700#.

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. 20-003 must be received by ATL no later than **2:00 p.m. (EST) on August 13, 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

Each Proposer shall submit seven (7) copies of its technical proposal, inclusive of one (1) original and six (6) identical paper copies, and one (1) electronic copy on USB drive. The technical proposal shall consist of all offer documents and supporting documentation requested in the RFP ("Technical Proposal"), excepting Offer Document 8-Price Proposal. The Technical Proposal shall be submitted in a sealed envelope and clearly marked "Technical Proposal" with the Proposer name, ATL Solicitation Number and Proposal Submission Deadline on the exterior of the envelope. The "original" paper copy of the Technical Proposal must be unbound. The USB drive shall contain electronic file copies of all complete, signed Offer Documents that are submitted in paper copy format

Each Proposer shall also submit seven (7) copies, inclusive of one (1) original and six (6) identical paper copies, and one (1) electronic copy in Excel format on USB drive, of Offer Document 8-Price Proposal in a separate sealed envelope clearly marked as "Price Proposal" with the Proposer name, ATL Solicitation Number and Proposal Submission Deadline on the exterior of the envelope. **Pricing must be submitted in a separate sealed envelope.**

Both the Technical Proposal and Price Proposal must be submitted to the Issuing Officer by the Proposal Submission Deadline in order for the Proposer's submission to be eligible for evaluation and consideration for Contract award. All paper copies must be clearly marked as being either "Original" or "Copy" as applicable. Electronic copies, submitted on a USB drive, must be submitted in Portable Document Format (PDF), Microsoft Word, and/or Microsoft Excel formats, as applicable. In the event of a discrepancy between a hard copy and electronic versions, the Original hardcopy version will govern.

If a Proposer submits an affidavit referred to in Section 2.5 (Confidential/Proprietary Information), one (1) separate electronic copy in searchable PDF format on one or more USB flash drives of its proposal labeled "ATL Solicitation No. 20-003: [Proposer Name] [Copy of Non-Confidential Portion of Proposal]" that excludes any records attached to such affidavit with no file to exceed 50MB.

All proposals must be prepared and submitted in accordance with the proposal format and content requirements specified in 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 and exclude federal excise taxes as well as any applicable state of local sales and use taxes.

The ATL is exempt from Federal excise taxes; no payment will be made for any taxes levied on Proposer's employee's wages. The ATL is also exempt from State of Georgia and local sales and use taxes. The ATL shall furnish tax exemption certificates, upon request, to the successful Proposer.



As a condition of submission responsiveness, all offer documents that require the signature of Proposer must be signed. Any Contract award made as a result of this solicitation shall bind the Proposer to all of the terms, conditions, and specifications set forth in this RFP.

2.3 Location for Submission of Proposals/Methods of Delivery

Proposals must be submitted exclusively to the 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, for whatever reason.

Proposals that are submitted by hand delivery or delivery by U.S. Postal Service or private courier/delivery service must be delivered to the 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. 20-003:
RFP for General Transit Feed Specification Consulting – August 13, 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. Proposals received after the Proposal Submission Deadline, due to late delivery or late discovery due to Proposer's failure to mark the proposal as specified, may result in the ATL disqualifying the proposal from consideration for Contract award.

2.4 Questions

Questions regarding the RFP must be submitted in writing, defined as being received via letter on official firm/agency letterhead or by electronic mail, by 2:00 p.m. (EST) on August 2, 2019. Written questions must be submitted to the attention of the 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 shall be included in any pricing submitted by the Proposer.

Please review the 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 A-Questions and Answers Template.



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.

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 Work, the remainder of the RFP documents, or the Contract. Revisions to the solicitation or to the Contract shall be made only via formally issued addenda. Only such written addenda posted online shall constitute revisions to the solicitation.

2.5 Amendments to Solicitation (Addenda)

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

Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP. Changes to the RFP will be made in writing via formally issued addenda.

The ATL will not be responsible for a potential Proposer failing to receive notification of the availability of addenda. EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING 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 daily for addenda.

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

2.6 Single Response to Solicitation

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

2.7 Confidential/Proprietary Information

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

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

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

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

In no event will the State, ATL, SRTA, or any of their agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Major Team Member for the disclosure of all or a portion of any proposal submitted in response to this RFP.



Nothing contained in this provision shall modify or amend requirements and obligations imposed on ATL or any other State entity by the Open Records Laws or other applicable law, and the provisions of the Open Records Laws or other laws shall control if there is a conflict between the procedures described above and the applicable law.

2.8 Reserved Rights

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

- (a) modify the procurement process or documentation described in this RFP;
- (b) develop the project in any manner that it, in its sole discretion, deems necessary or desirable, including by modifying the scope of the project;
- (c) cancel this RFP, or a subsequent RFP, in whole or in part at any time prior to the execution by SRTA of the Contract, without incurring any cost obligations or liabilities except as otherwise expressly stated in this RFP or the subsequent RFP;
- (d) issue a new request for proposals after cancellation of this RFP or a subsequent RFP;
- (e) not issue an RFP;
- (f) reject any and all submittals, responses, and proposals at any time;
- (g) reject any and all proposals or any portion of a specific proposal for any reason;
- (h) modify all dates set or projected in this RFP;
- (i) terminate evaluations of proposals at any time;
- (j) issue amendments, supplements, and modifications to this RFP;
- (k) appoint Evaluation Committees to review proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- (l) make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of its evaluation;
- (m) revise the evaluation criteria or methodology by issuing an amendment prior to the Proposal Submission Deadline;
- (n) require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its proposal and require additional evidence of qualifications or ability to perform the work described in this RFP;
- (o) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP;
- (p) add or delete Proposer responsibilities from the information contained in this RFP;



- (q) negotiate with a Proposer without SRTA being bound by any provision of a Proposer's proposal or subsequent Proposal;
- (r) waive administrative or minor deficiencies in a Proposal, accept and review a non-conforming proposal or permit clarifications or supplements to a Proposal;
- (s) disqualify any Proposer who changes its proposal without SRTA approval;
- (t) disqualify any Proposer from the procurement process for violating any rules or requirements of the procurement specified in this RFP, the RFP, applicable law, or any other communication from SRTA;
- (u) add to the shortlist of Proposers any Proposer that submitted a Proposal in order to replace a Shortlisted Proposer that withdraws or is disqualified from participation in this procurement;
- (v) (as and solely to the extent applicable) adjust the terms of, or not pursue federal financing programs, or adjust the terms of, or not pursue other financing or public funding for the Project on behalf of the Proposers, or otherwise;
- (w) develop some or all of the Project itself or through another state or local government entity or entities;
- (x) disclose information submitted to ATL or SRTA as permitted by applicable law or this RFP;
- (y) not issue a notice to proceed after execution of the Project Agreement;
- (z) exercise any other right reserved or afforded to ATL or SRTA under this RFP or a subsequent RFP and applicable law; and
- (aa) exercise its discretion in relation to the matters that are the subject of this RFP as it considers necessary or expedient in light of all circumstances prevailing at the time that SRTA considers to be relevant.

This RFP does not commit SRTA to enter into the Contract or proceed with the procurement described in this RFP. SRTA and the State assume no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFP, or any subsequent RFP. All such costs shall be borne solely by each Proposer.

Except as provided in this RFP, in no event will SRTA be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract has been authorized by SRTA and executed by SRTA and, then, only to the extent provided in the Contract. No Proposer shall have any cause of action against the ATL arising out of the methods by which proposals are evaluated.

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

The ATL reserves the right to accept any proposal deemed to be in the best interest of the ATL and to waive any irregularity or informality in any proposal that does not prejudice the ATL or other



Proposers.

The ATL reserves the right to negotiate with the Proposer whose proposal is considered by the ATL, and in its sole discretion, to be most advantageous to the ATL.

2.9 Protest Procedures

The ATL's protest policy shall govern this solicitation, and it can be found at:

<https://atltransit.ga.gov/procurement/>.

2.10 Minority Business Participation

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this solicitation and resulting Contract. It is ATL's policy to practice nondiscrimination based on age, disability, race, gender, color, sex, religion or national origin in the award or performance of this contract. All companies qualifying under this solicitation are encouraged to submit proposals. The requirements of this solicitation apply for all Proposers, including those who qualify as a Disadvantaged Business Enterprise (DBE). Proposers with questions regarding DBE certification may contact the Issuing Officer. Additional Contract requirements related to participation by DBEs are specified in Part 3 – Contract of this RFP.

As an incentive to increase utilization of minority-owned businesses as subcontractors on State purchases, the State of Georgia provides for an income tax adjustment on the state tax return of any company that subcontracts with a State certified minority-owned firm to furnish goods, property, or services to the State of Georgia. The Tax Incentive Program is codified at O.C.G.A. §48-7-38 and is managed by the Georgia Department of Revenue.

2.11 Ethical Standards

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

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; 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 the Issuing Officer.

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

2.12 ADA Guidelines

The ATL adheres to the guidelines set forth in the Americans with Disabilities Act. Proposers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending 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.

2.13 Contractual Relationships

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

2.14 Small Business Participation

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

2.15 Proposal Withdrawal and/or Revision Following Submission

A submitted proposal may be withdrawn and changes to a submitted proposal can be made prior



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

2.16 Proposer Conflicts of Interest

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

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

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

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

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

2.17 Contractual Provisions

The ATL shall execute the Contract, 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 legal entity, which shall not be a



subsidiary or affiliate with limited resources. Proposer's Proposal Letter, included as Offer Document #2 of this RFP, must clearly indicate the firm or entity responsible for contract execution.

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

2.18 Registered Lobbyists

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

2.19 Responsibility for Compliance with Legal Requirements

Proposer's products, services, and facilities shall be in full compliance with 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.

2.20 Conditional Proposals

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

2.21 Period that Proposals Remain Valid

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

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

2.22 SRTA's Right to Request Additional Information-Contractor Responsibility

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



by ATL.

2.23 Sales and Use Taxes

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

2.24 Proposal Preparation Costs

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

2.25 Placeholders

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

3. 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. 20-003, any and all proposals submitted to the ATL must contain all seventeen (17) 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 of such services 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.

- 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 Work, attached to this RFP. This comprehensive listing may include other projects not highlighted by the firm in describing its experience in performing work of a similar nature to that solicited in 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. 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 15 pages.

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:
- Brief description of the team organizations and skillsets, including any proposed subconsultants, and an organizational chart
 - Firm's technical approach to the project and interpretation of the Scope of Work, including the Tasks identified in the Scope of Work section
 - 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 Work
 - Listing of key project personnel and their qualifications
 - Geographic location of the Consultant's office performing the work
 - Work plan and schedule
 - Any special or unique benefits that the proposed team and/or its approach brings to the Scope of Work
 - Any portions of the Scope of Work 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, six (6) 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 Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

3.11 Subcontractors and DBEs

- This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- If any identified subcontractor is a certified DBE, proof of DBE certification must accompany this document.
- Blank form is attached as Offer Document #11 of this RFP.

3.12 Certification Regarding Suspension and Debarment

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

3.13 Certification Regarding Lobbying

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

3.14 Non-Collusion Affidavit



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

3.15 Anti-Boycott, Divestment and Sanctions Against Israel Certification

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

3.16 Statement of Responsibility

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

3.17 Sales and Use Tax Compliance Form

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

4. Proposal Evaluation and Contract Award

4.1 Standards for Award

ATL Solicitation No. 20-003 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, 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 was received by the Proposal Submission Deadline.

4.1.2. 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)

- **Firm's Qualifications and Experience** (30 point maximum)
- **Technical Approach** (40 point maximum)
- **Work Plan and Schedule** (30 point maximum)

Phase 2-Oral Presentations (40 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 oral presentations and scores assigned to each invited Proposer. 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 (60 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, as applicable. 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.

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

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



ATTACHMENT A-QUESTIONS AND ANSWERS TEMPLATE

Instructions: Pursuant to Part 1, Section 2.4-Questions of the RFP, Proposers shall use this attachment to submit questions regarding the RFP to the ATL.

| # | RFP document / Section | RFP page # | Question |
|----|---------------------------|---------------|----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

Instructions: Pursuant to Part 1, Section 2.4-Questions of the RFP, Proposers shall use this attachment to submit questions regarding the Contract to the ATL.

| # | Contract Provision Title | Contract Section Number | Current Wording of Section | Reason for Exception (Cite relevant law or provide business reasons.) | Proposed Language |
|----|--------------------------------|-------------------------------|----------------------------|--|-------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
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| 9 | | | | | |
| 10 | | | | | |



PART 2

SCOPE OF WORK

Overview

The Atlanta-region Transit Link Authority (ATL) is seeking proposals from consultants experienced in General Transit Feed Specification (GTFS) and GTFS real-time to improve GTFS and GTFS real-time data accuracy, develop regional data standards, and outline regional roles and responsibilities for the development and promulgation of the region's GTFS and GTFS real-time feeds.

Successful firms or teams of firms should be able to demonstrate experience in developing GTFS and GTFS real-time strategies and implementing GTFS workflows with transit agencies of both large and small fleet sizes. Successful firms or teams of firms must be skilled at working with transit agencies, regional authorities, and CAD/AVL providers.

Objective

The objective of this work is to develop capacity and workflows that facilitate the creation of uniform and standardized GTFS and GTFS-real time feeds for the region's transit operators and to develop recommendations for the regional hosting of GTFS and GTFS real-time data. The transit operators in the Atlanta region are: the Metropolitan Atlanta Rapid Transit Authority (MARTA), CobbLinc, Gwinnett County Transit (GCT), the State Road and Tollway Authority (SRTA), Cherokee Area Transportation System (CATS), Douglas Connect, and Henry County Transit (individually, as "Transit Operator" or collectively, as "Transit Operators").

GTFS is a global standard in defining a common format for public transportation schedules and associated geographies. Adhering to the standards set forth for GTFS feeds improves the customer experience and allows agencies to publish their transit data for developers to write applications that consume the data in an interoperable manner. As we move closer to offering Mobility as a Service solutions, GTFS static, real-time, and flex schedules will become increasingly important to produce with a high level of dependability and accuracy.

Background

In November 2018, the Atlanta Regional Commission (ARC) held a one-day educational GTFS workshop for its regional partners. At the workshop, issues were identified in the data workflows of each of the four major operators (MARTA, SRTA, CobbLinc and GCT). Additionally, some of the smaller operators in the region do not have GTFS feeds. It is also anticipated that some of the data accuracy and reliability issues currently encountered by the region's operators may also be



partially attributable to the data produced by the region's CAD/AVL providers. Thus, as a next step, ATL seeks to engage a consultant to better identify pinch points in the development and distribution of each Transit Operator's GTFS feeds, to provide implementable guidance on improving data flows, to work with the CAD/AVL vendors to achieve better GTFS real-time outcomes, and to develop a regional vision for GTFS coordination.

GTFS and GTFS real-time data are part of the larger transit data and transit intelligent transportation system (ITS) landscape. ARC is currently undertaking a Regional Transportation Systems Management and Operations (TSM&O) and ITS Architecture Update. The TSMO/ITS Update's recommendations will include data architectures related to transit. The Consultant selected for the GTFS and GTFS real-time work will work within the ARC TSMO/ITS Architecture to ensure all recommendations are coordinated.

Tasks

Task 1. Data and Workflow Assessment

Consultant will assess the quality, accuracy, and reliability of each Transit Operator's current GTFS and GTFS real-time data. On site with each Transit Operator, Consultant will work to assess and document current GTFS and GTFS real-time data flows, systems and tools, including but not limited to scheduling/run-cutting systems and CAD/AVL systems. Issues and causes of poor feed quality will be identified.

Task 2. Recommendations for Feed Improvement

Based on the findings in Task 1, Consultant will work with stakeholders at the Transit Operators and with CAD/AVL and scheduling-run-cutting providers —where relevant—to improve data issues. For all Transit Operators, the Consultant will develop implementable recommendations for adopting best practice GTFS and GTFS real-time standards, improving the data pipeline, and unifying regional feeds.

Interactions with CAD/AVL providers may take either of the following forms:

1. For Transit Operators not currently receiving GTFS real-time from their CAD/AVL provider, Consultant will serve in an owner's representative role to develop a scope of work and function/technical requirements for a change order or task order with the CAD/AVL provider to ensure GTFS real-time is provided.
2. For Transit Operators currently receiving GTFS real-time from their CAD/AVL provider, Consultant will work with the Transit Operator to analyze the quality, accuracy and reliability of their GTFS real-time feeds. The Consultant will identify causes of poor quality and work with the CAD/AVL vendor to resolve bugs or issues.

Deliverable:

Part 2-Scope of Work

ATL Solicitation No. 20-003: RFP for General Transit Feed Specification Consulting



A memo covering Tasks 1 and 2 for each of the Transit Operator. Each memo will, at a minimum, include:

- Documented data flows, systems, and tools involved in the production of GTFS and GTFS real-time data. If the Transit Operator does not have GTFS data yet, suggested data flows, systems, and tools to ensure high-quality data should be shared.
- Relatable best practices
- Implementable recommendations related to improving the data pipeline and unifying regional feeds for both the Transit Operator and ARC
- Scope of work and functional/technical requirements for CAD/AVL providers to develop and share GTFS real-time data to include recommendations for future CAD/AVL procurements

Consultant shall provide a draft memo to ATL for review and comment prior to submission of the final memo to the ATL.

Task 3. Regional Policy Recommendations

In conjunction with the TSMO/ITS Architecture, Consultant will work with ATL to establish regional transit data architectures and governance that will allow for the development of regional trip planning, regional real-time information, and MaaS forward solutions. The Consultant will make policy recommendations for a regional transit data policy for consideration by the ATL Board.

Deliverable:

A memo including, at a minimum:

- Recommendations on regional feed aggregation (i.e. necessary post-processing from CAD/AVL providers, data hosting, data portal development, etc.)
- Recommendations on GTFS and GTFS real-time data governance
- Policy recommendations for adopting regional standards and holding Transit Operators accountable
- Recommended strategies for a regional mobile trip-planning application (best practices, case studies, etc.)

Consultant shall provide a draft memo to ATL for review and comment prior to submission of the final memo to the ATL.

**PROFESSIONAL SERVICES CONTRACT
FOR
GENERAL TRANSIT FEED SPECIFICATION CONSULTING**

THIS CONTRACT is made and entered into as of Insert Month and Day Contract Executed, 2019 (“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 (“ATL”), and Insert Consultant’s Full Legal Name (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 improve General Transit Feed Specification Data (“GTFS”) and GTFS real-time data accuracy, develop regional data standards, and outline regional roles and responsibilities for the development and promulgation of the region’s GRTS and GTFS real-time feeds as more fully described in the Request for Proposals # 20-003 and any addenda thereto and any documents referenced therein (collectively, the “RFP”); and

WHEREAS, the 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, “Services”),

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

WHEREAS, pursuant to O.C.G.A. § 50-39-3, ATL is authorized to contract for the Services.

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.** Any capitalized term not specifically defined in this Contract or in **Exhibit D** will have the same meanings assigned in the RFP to that term.
3. **INCLUSION AND PRIORITY OF DOCUMENTS.** The RFP is incorporated herein by reference as **Exhibit A**. The Consultant’s response to the RFP, including the Statement of Qualifications (and any documents referenced therein), and any other information submitted in response to the RFP, (collectively, the “Response”), which were submitted in response to the RFP, are incorporated herein by reference as **Exhibit B**. The RFP and the Response are integral parts of this Contract. The RFP, the Response and this Contract (including all amendments, documents, and exhibits referenced in the Contract) shall be collectively referred to as the “Contract Documents” or the “Contract.” In the event of a conflict among the Contract Documents, the Contract Documents herein shall govern the contractual relationship between the Consultant and ATL, and shall control one over another in the following order: Amendments to the Contract, the Contract, the RFP, and the Response.
4. **CONTRACT TERM AND RENEWAL.** This Contract shall begin on the Effective Date and shall continue for six months (the “Initial Term”). ATL may elect to renew this Contract on the same terms and conditions for up to one additional renewal period with a term of up to six months (“Renewal Term”). The renewal of the Contract shall be at the sole discretion of ATL.
5. **CONSULTANT’S RESPONSIBILITIES.**
 - 5.1 **General.** In performing the Services, the Consultant shall use that degree of care and skill ordinarily exercised by other skilled professionals in the field under similar conditions and circumstances. The

Services to be performed by the Consultant under this Contract shall encompass and include all detail work, services, materials, equipment, and supplies necessary to provide Services in accordance with the highest and best 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 Response (“Key Personnel”), unless changes to the Consultant’s staff are approved in writing by ATL.

5.2.1 ATL’s 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 Program Manager. Consultant shall assign a person who shall interface with ATL (“Consultant Program Manager”).

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 each Renewal Term, to assist in the provision of the Services. Throughout the Initial Term and each Renewal Term, 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 each Renewal Term. When ATL designates an additional area for which expertise, knowledge and experience shall be required, Consultant shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such expertise, knowledge and experience. 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.

- 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 reports 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 Services and shall cause its employees, agents and sub-consultants to do the same. The Consultant alone shall be responsible for the safety, efficiency, and adequacy of its Services, and employees, agents and sub consultants, and for any damage that may result from their actions or inactions.

- 6. PROJECT MANAGEMENT.** ATL shall identify a person who shall act as and be ATL’s representative between ATL and the Consultant (“ATL Program Manager”).

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, which may be withheld for any reason.

7.2 Subcontracting. Nothing contained herein shall prevent Consultant from employing independent professional associates, sub consultants as Consultant may deem appropriate to assist in the performance of Services hereunder. However, Consultant shall not subcontract Services to sub consultants that are different from those sub consultants listed in the Response, without obtaining ATL's prior written approval, which approval is within ATL's sole discretion. ATL shall have the right to require the Consultant to remove a sub consultant 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 sub consultant, or (e) presence on a project is not in the best interest of ATL. In the event of such removal, Consultant will replace the sub consultant 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 sub consultant 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 sub consultant. Notwithstanding any subcontract or agreement with any sub consultant, 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 sub consultants, suppliers, independent contractors, agents or assigns perform any aspect of the Services.

7.4 Mandatory Terms in Subcontracts. Nothing contained in this Contract shall create any contractual relationship between any sub consultant of Consultant and ATL. Any subcontract entered into as a result of this Contract, shall contain all applicable provisions of the Contract Documents that in any way relate to an item of Services that any sub consultant will perform and/or furnish, as well as provisions pertaining to, records, and payment methods. The Consultant shall further ensure that all subcontracts entered into with its sub consultant grant ATL all of the rights and privileges of such subcontract, including but not limited to (so long as ATL is not in default of its obligations under this Contract) ATL's right to secure materials or services from the sub consultant that might be a part of the sub consultant's Services, in the event Consultant defaults under the Contract Documents.

7.5 Payments to Sub consultants. Consultant represents and agrees that for the duration of the Initial Term and each Renewal Term it shall make timely payments for Services properly performed to any sub consultant hereunder and Consultant shall indemnify and hold harmless ATL and the State for any liability for payment claimed by a subconsultant.

7.6 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 contractors of one Party shall not be deemed or construed to be the employees, agents, partners or contractors 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 contractors. The Parties expressly understand and agree that Consultant is an independent Consultant of ATL in all manner and respect and that neither 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 subcontractors, 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. PAYMENT. The maximum not to exceed amount for all Services performed during the Initial Term is \$Insert maximum not to exceed amount..00, unless otherwise agreed to in writing by ATL.

- 9.1 General.** SRTA shall compensate Consultant in accordance with the firm fixed prices set forth in **Exhibit C (Consultant Price Proposal)**. Payments will be provided to the contractor based on the completion of deliverables for each task as outlined in the Scope of Services. SRTA will also reimburse the Consultant as set forth in **Section 9.14** for reasonable and documented costs of necessary expenses associated with the performance of the Services provided such costs are preapproved in writing by SRTA.
- 9.2 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.
- 9.3 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 30-Day period, ATL shall be entitled to interest at one percent per month on the amount not repaid from the date of overpayment.
- 9.4 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.
- 9.5 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. 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.
- 9.6 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.
- 9.7 Net 30 Days.** Provided all the conditions in **Section 9 (Payment)** have been met to ATL's satisfaction, and Consultant is not otherwise in breach of this Contract, ATL 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 15.1 (Review of Services)** or ATL's receipt of a valid invoice.
- 9.8 Invoicing.** The Consultant shall deliver to ATL an invoice on a monthly basis ("Invoice") by the tenth (10) Day of the month following the month in which Services was performed. Consultant shall submit itemized billing; including but not limited to, the percentage of Services completed, a detailed timesheet and brief description of the person billed for and time incurred by each person performing the Services. 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. 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.

- 9.9 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.
- 9.10 Right of Set Off.** ATL may retain or set off any amount owed to it by Consultant.
- 9.11 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 progress 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.
- 9.12 Final Payment.** Final payment shall not be due to Consultant until ATL accepts and each and every component of the Services specified in the Contract, as applicable, and there are no outstanding claims against Consultant. Consultant shall submit a final invoice upon completion of all Services set forth in the Contract or upon termination of the Contract, whichever occurs first ("Proposed Final Invoice"). All prior invoices and payments shall be subject to correction in the Proposed Final Invoice. ATL will review Consultant's Proposed Final Invoice and respond with a written request for additional information or documentation, changes or corrections within sixty (60) Days of ATL's receipt, accompanied by any claims, if applicable. Based on ATL's response, Consultant shall submit a final invoice ("Final Invoice") incorporating any changes or corrections made by ATL, together with any additional requested information or documentation. If ATL agrees with all requests for compensation in the Final Invoice, ATL will pay the entire sum found due within thirty (30) Days of its receipt. If ATL disputes any amounts submitted for compensation, ATL shall notify Consultant within a thirty (30) day period, identifying those items in the Final Invoice that ATL disputes, along with a written explanation of the basis of the dispute. If ATL fails or refuses to act on a Final Invoice within the required time period, the amount submitted for compensation shall be deemed to have been accepted by ATL on the last day of the period within which ATL was required to respond. The provisions of **Section 9.7 (Net 30 Days)** shall not apply to the provisions of this Section and the Final Invoice.

The Consultant agrees that acceptance of this final payment for this Contract shall be in full and final settlement of all claims arising against ATL for services done, materials furnished, costs incurred, or otherwise arising out of this Contract and shall release ATL from any and all further claims of whatever nature, whether known or unknown, for and on account of said Contract, and for any and all services done, and labor and materials furnished, in connection with same.

- 9.13 Overtime.** No premium pay or overtime will be paid by ATL.
- 9.14 Costs and Expenses.** Consultant's costs and expenses shall be reimbursed as set forth in this Section. Consultant must receive prior written approval from ATL in order to be reimbursed for any costs or expenses. Direct reimbursable expenses will be billed at 1.10 times the actual cost. Direct reimbursable expenses consist of delivery services, fees, job-related mileage at the prevailing ATL rate, long distance telephone calls, courier, printing and reproduction costs, survey supplies and materials and Travel Expenses. Travel Expenses shall consist of air fare, meals, ground transportation, parking, communication, reproduction and other such incidental costs which are reasonable and customary pursuant to industry standards. Consultant will be reimbursed for travel necessary to perform the Services in accordance with the State and ATL travel policies and procedures which may be found at

<http://sao.georgia.gov/state-travel-policy> and prevailing per diem rates which may be found at <http://www.gsa.gov/portal/content/104877> and are incorporated herein by reference and made a part of this Contract. Consultant shall provide receipts or other proof of actual cost incurred with each Invoice. Notwithstanding the above, ATL will not reimburse Consultant for time spent or costs incurred for ground transportation traveling to and from ATL'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.

- 9.15 Covenants against Contingent Fees.** The Consultant shall comply with the relevant requirements of all federal, state and local laws in effect as of the date hereof. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department 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.
- 9.16 DBE Compliance.** Where Contractor has indicated its intent to perform some or part of the Services as a Disadvantaged Business Enterprise "DBE" Subcontractor in the Contractor Proposal, Contractor shall be required to submit to the ATL a completed notice of intent to perform as a DBE subcontractor, as set forth in **Exhibit F - ATL Notice of Intent to Perform as Subcontractor Form**. Thereafter, for any invoice submitted to the ATL, Contractor shall comply with and submit the necessary DBE participation form, where applicable, and as set forth in **Exhibit G - ATL DBE/SBE Participation and Subcontractor Payment Report Form**. Upon the completion of all Services of the Contract, Contractor must complete and submit to ATL **Exhibit H – DBE/SBE Subcontractor Utilization Closeout Report**.
- 9.17 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.

10. INDEMNIFICATION.

- 10.1 General Liability.** The Consultant shall be responsible to ATL from the Effective Date or the beginning of the first Services, whichever shall be earlier, for those costs, expenses, liabilities, allegations, claims, bodily injuries, including death, or damage to real or personal property, 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.
- 10.2 General Indemnification.** Consultant hereby agrees to indemnify and hold harmless the ATL, the state of Georgia and its departments, 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 act 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 Risk Management Division (hereinafter "DOAS") the Consultant agrees to reimburse the Funds for such monies paid out by the Funds. This indemnification does not extend beyond the scope of this Contract and the Services undertaken hereunder.

10.2.1 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.

10.2.2 Obligations Not Mutually Exclusive. The Consultant's obligations under this Section are in addition to Consultant's obligations under **Section 11 (Insurance)**.

10.3 Limitation of Liability of ATL. ATL's liability to Consultant, if any, shall be limited to direct damages and in such case, only to the extent of the amount ATL has paid to Consultant under this Contract for the twelve (12) months immediately preceding Consultant's claim.

10.4 Disclaimer of Consequential Damages. Notwithstanding any provision to the contrary, in no event shall either Party be liable to the other 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 this Contract.

11. INSURANCE.

11.1 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 as the certificate holder and an endorsement listing ATL as an additional insured. 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:

11.1.1 Name and address of authorized agent

11.1.2 Name and address of insured

11.1.3 Name of insurance company(ies)

11.1.4 Description of policies

11.1.5 Policy Number(s)

11.1.6 Policy Period(s)

11.1.7 Limits of liability

11.1.8 Name and address of ATL as certificate holder

11.1.9 Project Name and Number

11.1.10 Signature of authorized agent

11.1.11 Telephone number of authorized agent

11.1.12 Mandatory thirty (30) Day notice of cancellation or non-renewal (except ten (10) Days for non-payment).

11.2 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. Each such policy shall contain the following provisions:

11.2.1 Written Notice of Changes. The Consultant shall 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. Consultant shall provide written notice of any changes to the policy to the ATL within three (3) Business Days of Consultant's receipt of notice of any changes or proposed changes from the insurance company.

11.2.2 Separation of Insureds. 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.

11.2.3 Representation by Georgia 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.

11.2.4 Deductibles. All deductibles shall be paid for by the Consultant.

11.3 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:

11.3.1 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.

11.3.2 Commercial General Liability Insurance. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence; to cover vehicles, owned, leased or rented by the Consultant. The Consultant shall require its sub-consultants to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above.

11.3.3 Commercial Umbrella Liability Insurance. The Consultant shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows: \$1,000,000 per Occurrence/\$2,000,000 Aggregate.

11.3.4 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.

- 11.4 Insurance Premiums and Deductibles.** The Consultant shall pay the insurance premiums and shall be responsible for payment of all deductibles and self-insured retention.
- 11.5 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.
- 11.6 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.
- 11.7 Ongoing Coverage.** Consultant is responsible for tracking insurance coverages for itself and its subcontractors, for ensuring that coverages remain in force throughout the duration of the Contract, and for demonstrating to ATL ongoing compliance with this **Section**.
- 11.8 General.** The Consultant's obligations under this Section are in addition to Consultant's obligations under **Section 10 (Indemnification)**.
- 11.9 Waiver of Subrogation.** There is no waiver of subrogation rights by either party with respect to insurance.
- 11.10 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.

12. ADDITIONAL CONSULTANT RESPONSIBILITIES AND REPRESENTATIONS. The Consultant represents to ATL and agrees that throughout the Initial Term and each Renewal Term that:

- 12.1 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
- 12.2 Organization.** The Consultant is authorized to do business in the State of Georgia;
- 12.3 Authorization by Consultant.** The Consultant has authorized the execution, delivery, and performance of this Contract;
- 12.4 Authorization of Signer.** The person signing this Contract has been duly authorized by Consultant to execute and deliver same;
- 12.5 Valid Contract.** This Contract is valid, enforceable, and legally binding obligation of the Consultant;
- 12.6 Cooperation.** Consultant shall fully cooperate with ATL, ATL-designated Representatives, ATL's other contractors and vendors, and any other governing authority, in furnishing all the Services required by the Contract Documents.
- 12.7 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 on time, 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.
- 12.8 Intellectual Property.** Consultant represents that Consultant, its agents, employees, contractors and assigns will neither violate nor in any way infringe upon the Intellectual Property rights of ATL or of any other third party.

13. CHANGES.

- 13.1 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 26.4 (Time of the Essence; Force Majeure)**, or (iii) other governmental actions. If and when such event occurs, then the time of completion set forth in the Contract 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 the Contract expires and the Consultant has not requested or if 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 Contract schedule completion date except where a time extension has been executed by both Parties in accordance with **Section 26.21 (Entire Contract; Amendment)**.

- 14. 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 contractors, 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 contractors/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 contractor, 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.

15. REVIEW/AUDITS.

- 15.1 Review of Services.** ATL and 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 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.
- 15.2 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 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 completed. Copies of these documents and records will be furnished to ATL upon request and may be audited by ATL-designated Representatives.

- 15.3 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.

- 16. 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 Contract under which the documents were prepared shall be done without liability by the Consultant. Contractor shall not have the right to use same for sale or other benefit without express written permission from ATL. Any and all cuts, negatives, positives, artwork, plates, engravings, and other materials provided by ATL is the property of ATL and shall remain the property of ATL.

17. INTELLECTUAL PROPERTY

- 17.1 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 subcontractors (Consultant and its subcontractors shall be referred to as "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.

- 17.2 Patents.** If patentable discoveries or inventions should result from Services described herein, all rights accruing from such discoveries or inventions will be the sole property of the Consultant. However, the

Consultant agrees to and does hereby grant to ATL and to the State an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition according to law of any article or material and in use of any method that may be developed as a part of the Services under this Contract.

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

18. TERMINATION.

- 18.1 Termination for Cause.** Upon an Event of Default as defined in **Section 22.1 (Event of Default)**, ATL may, in its 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, 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 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, 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 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.
- 18.2 Termination for Convenience.** ATL may terminate this Contract, in whole or in part, for convenience upon thirty (30) Days written notice. Consultant will be paid for all satisfactory Services performed prior to termination, less amounts due ATL pursuant to the Contract Documents. 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 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.
- 18.3 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. In the event of a termination for convenience or for cause, Consultant shall comply with the terms and conditions of **Section 23.2 (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 satisfactory Services actually performed in accordance with the Contract) regardless of the reason for termination.
- 18.4 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 23 (Cooperation,**

Transition of Services, and End of Contract Responsibilities), in the event ATL exercises any of its rights under this Section.

- 19. 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.
- 20. 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 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.
- 20.1 No Obligation of Confidentiality.** 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.
- 20.2 Use of Confidential Information.** 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 its Customers.
- 20.3 Return of Confidential Information.** 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.
- 21. DISPUTE RESOLUTION.** In the event of any dispute whatsoever arising out of or relating to the Contract Documents or 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 the ATL Program Manager and ATL's Procurement Director or the Consultant Program Manager, as applicable. Within five (5) Days after the receipt of the notice by the receiving party, the ATL Program Manager and the Consultant Program Manager shall meet in ATL's offices to attempt to resolve the dispute. If the ATL Program Manager and the Consultant Program 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 _____ of the Consultant, the Executive Director of ATL and the _____ shall meet in ATL's offices to attempt to resolve the dispute. If the Executive Director of ATL and the _____ 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.
- 22. EVENT OF DEFAULT; DAMAGES/REMEDIES.**

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

- 22.1.1 The Consultant withheld, disrupted or delayed Services due to non-payment by ATL, if such withholding of payment is allowed under **Section 9 (Payment)** and the continuance thereof for a period of three (3) Business Days after notice is given to the Consultant by ATL;
- 22.1.2 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 13.1 (Time Extensions)** and the continuance thereof for a period of five (5) Business Days after notice is given to the Consultant by ATL;
- 22.1.3 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;
- 22.1.4 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;
- 22.1.5 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;
- 22.1.6 The suspension or revocation of any license, permit, or registration necessary for the performance of the Consultant's obligations under this Contract and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by ATL;
- 22.1.7 The Consultant suspended or failed to proceed with any part of the Services and the continuance thereof for a period of seven (7) Days after notice is given to the Consultant by ATL;
- 22.1.8 The default in the performance or observance of any of the Consultant's other obligations under the Contract Documents and the continuance thereof for a period of ten (10) Days after notice is given to the Consultant by ATL.

22.2 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:

- 22.2.1 Withhold any money then due and/or thereafter due to Consultant;
- 22.2.2 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 ("Default Rate"); and

- 22.2.3 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.

23. COOPERATION, TRANSITION OF WORK, AND END OF CONTRACT RESPONSIBILITIES.

- 23.1 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).
- 23.2 Transition.** Upon expiration or earlier termination of this Contract, Consultant shall accomplish a complete transition of the Services from Consultant to ATL, to a 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, a 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 C (Consultant Price Proposal)**.
- 23.3 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.
- 23.4 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.

- 24. CONFLICTS OF INTEREST.** 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 Program Manager no later than five (5) Days after such conflict arises.

- 25. EXHIBITS.** The following Exhibits are incorporated by reference into and made a part of the Contract Documents:

Exhibit A- RFP

Exhibit B- Consultant's Response to RFP

The following Exhibits are attached hereto and incorporated into the Contract Documents:

Exhibit C- Consultant Price Proposal

Exhibit D- Definitions

Exhibit E – ATL DBE Participation Form

Exhibit F – ATL Notice of Intent to Perform as Subcontractor Form

26. MISCELLANEOUS.

26.1 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, equal employment opportunity, nondiscrimination, 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.

26.2 Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Consultant, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Consultant may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

26.2.1 If Consultant is an individual who is regularly on State premises or who will regularly interact with State personnel, Consultant certifies that:

- Consultant has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- Consultant has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- Upon request by the State, Consultant will provide documentation substantiating the completion of sexual harassment training.

26.2.2 If Consultant has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Consultant certifies that:

- Consultant will ensure that such employees and subcontractors have received, reviewed,

and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- Consultant has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Consultant will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- Upon request of the State, Consultant will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

- 26.3 Parties Bound.** This Contract will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.
- 26.4 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 in accordance with the schedule set forth therein. 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, or war. Consultant's exclusive remedies for force majeure are set forth in **Section 13.1 (Time Extensions)**.
- 26.5 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 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.
- 26.6 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.
- 26.7 Registered 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.
- 26.8 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 26.9 (Notices)**.

- 26.9 Notices.** All notices, notifications, approvals, acceptances, requests, permission, waivers or other communications (excluding invoices that will be handled as set forth in **Section 9 (Payment)** 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. Consultant shall submit a complete, audit worthy invoice to the following address: Atlanta-region Transit Link Authority, ATTN: Accounts Payable, 245 Peachtree Center Avenue NE, Suite 2200 Atlanta, GA 30303 and at invoices@srta.ga.gov. 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:

Atlanta-Region Transit Link Authority
Attn: Executive Director
245 Peachtree Center Avenue NE
Suite 2200
Atlanta, Georgia 30303
Phone: (404) 893-3000
Email: ctomlinson@srta.ga.gov
Copy to: Merryl Mandus, General
Counsel

For the Consultant:

- 26.10 Taxes.** The Consultant will pay all taxes lawfully imposed upon it that may arise with respect to this Contract.
- 26.11 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 subcontractor 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.
- 26.12 Publicity.** Consultant shall not issue a press release or otherwise publicize the Services or this Contract without the prior written permission of ATL's Director of External Affairs.
- 26.13 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 subcontractor, 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.
- 26.14 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.

26.15 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.

26.16 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.

26.17 Interpretation.

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

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

26.18 Counterparts. The Parties may execute this Contract in counterparts.

26.19 Construction of Contract. In the event this Contract must be interpreted by a court of competent jurisdiction as defined in **Section 26.8 (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.

26.20 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), 9 (Payment), 10 (Indemnification), 11 (Insurance), 12 (Additional Consultant Responsibilities and Representations), 15 (Review/Audits), 16 (Ownership of Documents), 17 (Intellectual Property), 18 (Termination), 20 (Confidentiality), 22 (Event of Default; Damages/Remedies), 23 (Cooperation, Transition of Services and End of Contract Responsibilities), and 26 (Miscellaneous)** shall survive the termination for whatever reason of this Contract.

26.21 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.

26.22 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 caused this Contract to be executed effective as of the Effective Date.

Atlanta-Region Transit Link Authority

Insert full legal name of Consultant.

By: _____

Christopher Tomlinson
Executive Director

Attest: _____

Merryl Mandus
General Counsel

By: _____

Name: _____
Title: _____

Attest: _____

Name: _____
Title: _____

EXHIBIT A
REQUEST FOR PROPOSALS

Incorporated herein by reference.

EXHIBIT B
CONSULTANT'S RESPONSE TO RFP NO. 20-003

Incorporated Herein by Reference

EXHIBIT C
CONSULTANT PRICE PROPOSAL

EXHIBIT D DEFINITIONS

Amendment means a document that is properly signed by both Parties that changes the terms and conditions of this Contract.

Business Day(s) means Monday through Friday excluding State recognized holidays.

Confidential Information shall have the same meaning assigned to it in **Section 20 (Confidentiality)** of the Contract.

Compensation for Services means the monetary compensation paid for the Services performed as more specifically described in **Section 9 (Payment)** of the Contract

Consultant shall have the same meaning assigned to it in the preamble of the Contract.

Consultant Intellectual Property shall have the same meaning assigned to it in **Section 16 (Ownership of Documents)** of the Contract.

Consultant Parties shall have the same meaning assigned to it in **Section 17.1 (Work Made for Hire)** of the Contract.

Consultant Program Manager shall have the same meaning assigned to it in **Section 5.2.2 (Consultant Program Manager)** of the Contract.

Contract Documents shall have the same meaning assigned to it in **Section 3 (Inclusion and Priority of Documents)** of the Contract.

Contract shall have the same meaning assigned to it in **Section 3 (Inclusion and Priority of Documents)** of the Contract.

Day(s) shall mean calendar days unless otherwise specified in the Contract as a Business Day.

Default Rate shall have the same meaning assigned to it in **Section 22.2.2 (ATL Damages/Remedies)** of the Contract.

Design Team means the entity who provides engineering design services on behalf of ATL.

Disputed Services shall have the same meaning assigned to it in **Section 13 (Changes)** of the Contract.

DOAS shall have the same meaning assigned to it in **Section 10.2 (General Indemnification)** of the Contract.

Effective Date shall mean the date set forth in the preamble of the Contract.

Event of Default shall have the meaning assigned to it in **Section 22.1 (Event of Default; Damages/Remedies)** of the Contract.

Funds shall have the same meaning assigned to it in **Section 10.2 (General Indemnification)** of the Contract.

Georgia Open Records Act shall refer to O.C.G.A § 50-18-70.

Indemnitees shall have the same meaning assigned to it in **Section 10.2 (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 means 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.

Invoice shall have the same meaning assigned to it in **Section 9.8 (Invoicing)** of the Contract.

Key Personnel means employees of the Consultant, or any sub consultant(s), affiliates, joint venture partners, or team members, and consultants engaged by any of those entities, whose work is considered by ATL to be essential to the Services being performed under the Contract Documents. The following personnel are considered at a minimum to be Key Personnel: all primary subject matter experts and any staff billing more than 20 hours under this contract. Persons considered Key Personnel are set forth more fully in **Section 5.2.2 (Consultant Program Manager)** of the Contract.

O.C.G.A shall mean the Official Code of Georgia Annotated.

Party/Parties shall have the same meaning assigned to it in the preamble of the Contract.

Project shall mean the scope of Services for accomplishing the Services as specified in the Contract Documents.

Remaining Payment shall have the same meaning assigned to it in **Section 18.1 (Termination for Cause)** of the Contract

Renewal Term shall have the meaning assigned to it in **Section 4 (Contract Term and Renewal)** of the Contract.

RFP shall have the same meaning assigned to it in the preamble of the Contract.

Response shall have the same meaning assigned to it in **Section 3 (Inclusion and Priority of Documents)** of the Contract.

ATL means the Atlanta-region Transit Link Authority.

ATL Program Manager shall have the same meaning assigned to it in **Section 6 (Project Management)** of the Contract.

ATL-designated Representative shall mean the employee(s), individual(s), consultant, partnership, firm, or corporation authorized by ATL to act on behalf of ATL in matters related to this Contract.

State shall mean the State of Georgia.

Services shall have the same meaning assigned to it in the preamble to the Contract.

Work Product shall have the same meaning assigned to it in **Section 17.1 (Work Made for Hire)** of the Contract.

Exhibit F

ATL DBE PARTICIPATION FORM

(Attached to the next page)

EXHIBIT G

ATL DBE/SBE PARTICIPATION AND SUBCONTRACTOR PAYMENT REPORT FORM

(Attached to the next page)

EXHIBIT H

DBE/SBE SUBCONTRACTOR UTILIZATION CLOSEOUT REPORT

(Attached to the next page)