



REQUEST FOR PROPOSALS

ATL SOLICITATION # 21-089

ATLANTA-REGION TRANSIT LINK AUTHORITY SAFETY, SECURITY, AND EMERGENCY MANAGEMENT CONSULTING SERVICES

Schedule of Events

Issue date	October 2, 2020
Round 1 deadline for submitting questions	October 9, 2020 (2:00 PM)
Posting of official answers	October 16, 2020
Proposal due date	October 27, 2020 (2:00 PM)
Oral presentations/interviews	TBA (Week of November 2)
Anticipated Notice of intent to award	On or about November 9, 2020
Anticipated Contract award	On or about November 20, 2020
Anticipated Service start date	On or about January 4, 2021



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Acronyms and Abbreviations

ASP/PTASP – Agency Safety Plan/Public Transit Agency Safety Plan

ATL – Atlanta-Region Transit Link Authority

CAP – Corrective Action Plan

HSEEP – Homeland Security Exercise and Evaluation Program

NIMS – National Incident Management System

SRTA – State Road and Tollway Authority

SSEPP – Safety Security Emergency Preparedness Plan

TTX – Table Top Exercise

TVA – Threat and Vulnerability Assessment



Definitions

Agreement or Contract means the binding Contract entered into with the firm selected as a result of this RFP between the Authorities and Contractor, as applicable.

Business Day means Monday through Friday, excluding State-recognized holidays.

Contractor means the company that undertakes the Contract to perform Services.

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

Request for Proposal means this RFP any addenda thereto.

Services means all labor, materials, equipment, and expertise needed to successfully provide those deliverables described in the RFP.

Xpress means ATL's commuter-focused fixed route express bus service.

Wherever the word "including," "include," or "includes" is used in the RFP, it shall be deemed to be followed by the words "without limitation".



PART 1 -SOLICITATION, OFFER AND AWARD

1 General Information

1.1 Purpose of Procurement

- (A) The Atlanta-Region Transit Link Authority (ATL) and the State Road and Tollway Authority (SRTA) (collectively referred to as “the Authorities”) are seeking to retain the services of a firm or teams of firms to provide safety, security, and emergency management consulting services. The purpose of this solicitation is to request proposals to engage the services of a consultant (or firm) through June 30, 2021, with two annual renewal options. The scope of work is attached as Part 2 of this Request for Proposals (RFP) document. 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.
- (B) The Scope of Work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, Services and incidentals required to deliver the Scope of Work beginning with Section 5 and to also include Sections 3.6, of this RFP.
- (C) The Services to be performed correspond to the following National Institute of Government Purchasing (NIGP) general commodity code #91893 – Security and Safety Consulting, and #99029 – Disaster Preparedness and Emergency Planning Services.
- (D) A complete copy of the RFP document can be accessed on:
 - (1) Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
 - (2) ATL website at: <https://atltransit.ga.gov/doing-business-with-atl/>
 - (3) Important notifications leading up to the Proposal Submission Deadline will be posted to the same sites

1.2 Type and Term of Contract

- (A) The Contractor shall perform all Services as called for in this RFP and Contract, and as called for in any subsequent amendments through June 30, 2021 as set out in the Contract. The Authorities shall retain the option of renewing the Contract for up to two (2), one-year renewal periods.
- (B) The Contractor’s price proposal submitted in response to this solicitation will remain in effect in the event the Authorities exercise any renewal options.
- (C) Any Contract renewals shall be at the sole discretion of the Authorities and shall be made in writing and executed by both parties.

1.3 Federal Participation in Contract

- (A) The contracts to be awarded as a result of this solicitation shall be financed in part by funds from the United States Department of Transportation (USDOT) as awarded through programs of its operating administrations, including the Federal Transit Administration (FTA). As such, all FTA requirements



governing the use of federal funds are in effect.

1.4 Solicitation Schedule

Issue date	October 2, 2020
Round 1 deadline for submitting questions	October 9, 2020 (2:00 PM)
Posting of official answers	October 16, 2020
Proposal due date	October 27, 2020 (2:00 PM)
Oral presentations/interviews	TBA (Week of November 2)
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Anticipated Contract award	On or about November 20, 2020
Anticipated service start date	On or about January 4, 2021

- (A) The times contained throughout this solicitation represent local Atlanta time.
- (B) Proposals submitted in response to ATL Solicitation No. 21-089 must be received no later than 2:00 PM on **October 27, 2020** to ensure that they are evaluated for contract award by the Evaluation Committee for this procurement. Proposals received after the deadline will not be evaluated.

1.5 Restrictions on Communications with ATL and SRTA

- (A) From the date of issuance of this solicitation through the date of Contract award, excepting the Oral Presentations, Proposers are not allowed to communicate for any reason with ATL or SRTA employees, or ATL or SRTA 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.
- (B) Oral communications regarding this solicitation shall not be considered official communications. ATL and SRTA are not responsible for any oral statements made by their employees regarding this solicitation. All official communications to and from ATL and SRTA regarding this solicitation shall be transmitted in writing.

1.6 Contact Information

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

Jennifer Ward, Issuing Officer
Atlanta-region Transit Link Authority
245 Peachtree Center Avenue NE
Suite 2200
Atlanta, GA 30303
Email:
jward@ATLtransit.ga.gov



2 Solicitation Terms and Conditions/Instructions to Proposers

2.1 Deadline for Submission of Proposals/Late Proposals

- (A) Proposals submitted in response to ATL Solicitation No. 21-089 must be received by ATL no later than 2:00 p.m. (EST) on October 27, 2020 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

- (A) Each Proposer shall submit two (2) copies of its Technical Proposal, inclusive of one (1) original and one (1) electronic copy on a secure USB flash drive (Kingston Data Traveler Vault Privacy 3.0 or latest revision secure flash drives). The Technical Proposal shall consist of all offer documents and supporting documentation requested in the RFP ("Technical Proposal"), excluding Attachment 3 Offer Document #19-Price Proposal which shall be separately sealed. 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 secure USB drive shall contain electronic file copies of all complete, signed Offer Documents that are submitted in paper copy format.
- (B) Each Proposer shall submit two (2) copies of its Offer Document-Price Proposal in Excel format, inclusive of one (1) **signed** original paper copy and one (1) electronic copy, on a secure USB flash drive (Kingston Data Traveler Vault Privacy 3.0 or latest revision secure flash drives) 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.**
- (C) Both the Technical Proposal and the separate 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 secure USB drives, must be submitted in searchable 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.
- (D) If a Proposer submits an affidavit referred to in Section 2.7 (Confidential/Proprietary Information), one (1) separate electronic copy in searchable PDF format on one or more secure USB flash drives of its proposal labeled "ATL Solicitation No. 21-089: [Proposer Name] [Copy of Non-Confidential Portion of Proposal]" that excludes any records attached to such affidavit with no file to exceed 50MB.
- (E) All proposals must be prepared and submitted in accordance with the proposal format and content requirements specified. The included required forms may be completed by using the free Adobe Reader software available at <http://get.adobe.com/reader/>. Proposals must be 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.



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

- (A) Proposals must be submitted exclusively to the Issuing Officer at the address noted in Section 1.6. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to ATL by the specified date and time. ***The Authorities are not responsible for late or lost deliveries of proposals, for whatever reason.***
- (B) 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 Avenue, Suite 2200, Atlanta, GA 30303. The ATL's physical address and mailing address are the same.
- (C) All envelopes, packages, and/or boxes (including all envelopes, packages, and/or boxes, and secure USB drives, submitted within a larger envelope, package, or box) must be clearly marked with the following identifier on the outside of the envelope, package or box:

**"Proposal in response to ATL Solicitation No. 21-089:
RFP for Safety, Security, and Emergency Management Consulting
ATTN: Jennifer Ward, Issuing Officer
To be opened by addressee only."**

- (D) Failure to clearly mark all envelopes, packages, and/or boxes as specified may result in the proposal being discovered and/or opened late. The Authorities are 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 Authorities disqualifying the proposal from consideration for Contract award.

2.4 Questions

- (A) Questions regarding the RFP must be submitted in writing, defined as being received via letter on official firm/agency letterhead or by electronic mail in accordance with the Section 1.4 Solicitation Schedule. Written questions must be submitted to the attention of the Issuing Officer, in accordance with Section 1.5 and 1.6 above.
- (B) The final Contract that the Authorities expect to award as a result of this RFP is attached hereto as Attachment 4 to this RFP. Therefore, all costs associated with complying with the requirements of the Contract shall be included in any pricing submitted by the Proposer.
- (C) Please review the Contracts and submit any and all questions, clarifications and recommendations to the Issuing Officer by the deadline dates and time specified in this RFP. All questions, clarifications, and recommendations must be submitted using Attachment 1-Questions and Answers Template.



(D) 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 Attachment 4. Answers to all questions received by the applicable deadline will be posted to:

- (1) Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
- (2) ATL website at: <https://atltransit.ga.gov/doing-business-with-atl/>

It is the sole responsibility of the Proposer to make itself aware of responses to written questions the Proposer has submitted. Responses to questions are provided as information only and do not in any way alter the contents of the solicitation inclusive of the Scope of Services, the remainder of the RFP documents, or the Contract. Revisions to the solicitation or to the Contract shall be made only via formally issued addenda. Only such written addenda posted online shall constitute revisions to the solicitation.

2.5 Amendments to the Solicitation (Addenda)

(A) The Authorities reserve 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. Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP. Copies of all addenda will be made available for download on

- (1) Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
- (2) ATL website at: <https://atltransit.ga.gov/doing-business-with-atl/>

The Authorities will not be responsible for a potential Proposer failing to receive notification of the availability of addenda. **EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES 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.

- (B) If an addendum significantly changes the RFP, the date set for the submission of proposals may be postponed by such number of days as in the opinion of the Authorities deems suitable to enable potential Proposers to revise their proposals.
- (C) Proposers shall acknowledge receipt of all addenda by completing and submitting Offer Document #3 (Acknowledgement of Addenda to RFP), included as Offer Document #3 in Attachment 2 of this RFP and described in Section 3.3, 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 to RFP) may be excluded from consideration for a contract award.

2.6 Single Response to the Solicitation

(A) 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 in order to determine if the proposal price is fair and reasonable. If it is determined 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

- (A) 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.
- (B) If ATL or SRTA 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, ATL or SRTA shall notify the Proposer of its intention to produce such records. If ATL or SRTA 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 ATL or SRTA makes a determination that the specifically identified information does constitute a trade secret, ATL or SRTA 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.
- (C) Proposers are advised that their designation as "trade secret" will not be binding on the Authorities or determinative of any issue relating to confidentiality. The Authorities will not accept blanket designations that do not clearly identify information and materials that are "trade secrets". The Authorities may, in their 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.
- (D) All material submitted regarding the RFP becomes the property of the Authorities. Any activity pursuant to this RFP by any Proposer is governed by all applicable laws, including without limitation, Georgia and Federal antitrust laws. The Authorities are not responsible to return to a Proposer any or all of the proposal or other information furnished by that Proposer.
- (E) 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 subcontractor for the disclosure of all or a portion of any proposal submitted in response to this RFP.
- (F) Nothing contained in this provision shall modify or amend requirements and obligations imposed on the Authorities 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

- (A) In connection with this solicitation, the Authorities reserve to themselves all rights (which rights are exercisable by the Authorities at their sole discretion) available under Procurement Policy and applicable law, including without limitation, with or without cause, and with or without notice, the right to:
- (1) modify the procurement process or documentation described in this RFP;
 - (2) develop the project in any manner that it, in its sole discretion, deems necessary or desirable, including by modifying the scope of the project;
 - (3) cancel this RFP, or a subsequent RFP, in whole or in part at any time prior to the execution by the Authorities of the Contract, without incurring any cost obligations or liabilities except as otherwise expressly stated in this RFP or the subsequent RFP;
 - (4) issue a new request for proposals after cancellation of this RFP or a subsequent RFP;
 - (5) not issue an RFP;
 - (6) reject any and all submittals, responses, and proposals at any time;
 - (7) reject any and all proposals or any portion of a specific proposal for any reason;
 - (8) modify all dates set or projected in this RFP;
 - (9) terminate evaluations of proposals at any time;
 - (10) issue amendments, supplements, and modifications to this RFP;
 - (11) appoint Evaluation Committees to review proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation;
 - (12) make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of its evaluation;
 - (13) revise the evaluation criteria or methodology by issuing an amendment prior to the Proposal Submission Deadline;
 - (14) 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;
 - (15) down-select to one or multiple Proposers or add additional down-selection phases;
 - (16) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP;
 - (17) add or delete Proposer responsibilities from the information contained in this RFP;
 - (18) negotiate with one or more Proposers without the Authorities being bound by any provision of a Proposer's proposal or subsequent Proposal;
 - (19) negotiate contract terms contemporaneously and /or subsequently with any number of



- proposers as the Authorities deem to be in their best interests;
- (20) waive administrative or minor deficiencies in a Proposal, accept and review a non-conforming proposal or permit clarifications or supplements to a Proposal;
 - (21) disqualify any Proposer who changes its proposal without approval;
 - (22) 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 the Authorities;
 - (23) 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;
 - (24) (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;
 - (25) develop some or all of the Project itself or through another state or local government entity or entities;
 - (26) disclose information submitted to the Authorities as permitted by applicable law or this RFP;
 - (27) exercise any other right reserved or afforded to the Authorities under this RFP or a subsequent RFP and applicable law; and
 - (28) 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 the Authorities consider to be relevant.
- (B) This RFP does not commit the Authorities to enter into the Contract or proceed with the procurement described in this RFP. ATL, 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.
- (C) Except as provided in this RFP, in no event will the Authorities 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 the Authorities and executed by the Authorities, and then, only to the extent provided in the Contract. No Proposer shall have any cause of action against the Authorities arising out of the methods by which proposals are evaluated.
- (D) The Authorities have the sole right to select the successful proposal(s) for contract award(s); to split a contract where allowable; to cancel the solicitation and to advertise for new proposals; to award a contract(s) to other than the Proposer submitting the lowest price proposal; to award multiple contracts; or not to award a contract as a result of this RFP.
- (E) The Authorities reserve the right to accept any proposal deemed to be in the best interest of the Authorities and to waive any irregularity or informality in any proposal that does not prejudice the Authorities or other Proposers.
- (F) The Authorities reserve the right to negotiate with the Proposer whose proposal is considered by the Authorities, and in their sole discretion, to be most advantageous to the Authorities.



2.9 Protest Procedures

- (A) ATL's protest policy shall govern this solicitation, and it can be found at: <https://atltransit.ga.gov/doing-business-with-atl/>

2.10 Disadvantaged Business Enterprise (DBE) Participation

- (A) 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 and SRTA'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.
- (B) ATL's overall agency goal for participation by DBEs in its federally funded contracts awarded between October 1, 2019 and September 30, 2022 is 9.62% and ATL has established the same participation level (9.62%) as the agency goal for this Contract. Additional Contract requirements related to participation by DBEs are specified in Attachment 4 of this RFP.
- (C) Contractor may meet the DBE goals through prime or subcontract work. The selected Contractor will be expected to assist the Authorities in meeting their respective DBE obligations throughout the period of performance under this Contract. The Authorities shall require compliance from the selected Contractor. Each Proposer shall disclose its plan for meeting ATL's DBE goal when submitting the proposal and identify the DBE firm or firms in accordance with the Offer Document #9.
- (D) A DBE Directory identifying all firms eligible to participate as DBEs is maintained by the Georgia Department of Transportation (Georgia DOT) in relation to the Uniform Certification Program (UCP). **Proposer or subcontractors seeking to participate as DBEs must be certified at the time of proposal submittal.**
- (E) To access the Georgia DOT DBE Directory, please visit: <http://www.dot.ga.gov/PS/Business/DBE>.
- (F) The status of a company as a Disadvantaged Business Enterprise is subject to change. Proposer shall be solely responsible for reviewing and utilizing the most current version of the DBE Directory to ensure that any company listed in its proposal is a certified Disadvantaged Business Enterprise at the time of proposal submission. Failure to list certified DBE Participants in the proposal may subject the proposal to be disqualification.
- (G) 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 Small Business Participation

- (A) The Authorities strongly support the participation of small business owners in their contracts. It is the policy of the ATL and SRTA to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. It is the intention of the Authorities 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 CFR 26.39.

2.12 Ethical Standards

- (A) It is a breach of ethical standards for any ATL or SRTA employee to participate directly or indirectly in a procurement when the employee knows:
 - (1) The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
 - (2) 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
 - (3) 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.
- (B) ATL and SRTA 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/SRTA and ATL/SRTA 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 or SRTA business. Therefore, it is unlawful for a potential Proposer, or its subcontractors or suppliers, to make gifts or favors to any ATL or SRTA employee. It is also unlawful for any ATL or SRTA 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.
- (C) 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 and SRTA Board of Directors, or ATL or SRTA employees other than the Issuing Officer.

2.13 ADA Guidelines

- (A) The Authorities adhere 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 Hosted site visits.

2.14 Contractual Relationships

- (A) The Authorities intend to execute a Contract, included as Attachment 4 to this RFP. The selected Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary with 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.



2.15 Proposal Withdrawal and/or Revision Following Submission

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

2.16 Proposer Conflicts of Interest

- (A) 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 ATL or SRTA 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.
- (B) Required disclosures include, but are not limited to: 1.) any current contractual relationships with the ATL or SRTA or any of their employees or board members; 2.) any past, present or planned contractual or employment relationships with any officer or employee of ATL or SRTA; and 3.) any other circumstances that might be considered to create a financial interest in the Contract by 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.
- (C) The Authorities, in their 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 the Authorities, shall not have its proposal submission evaluated for Contract Award.
- (D) Failure to comply with the requirements in this Section 2.16 or to abide by the Authorities' determination in this matter may result in disqualification of 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.
- (E) 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

- (A) The Contract to be executed between the selected Contractor and the Authorities has been included in Attachment 4, respectively, to this RFP. Any conflicting language shall be resolved prior to the execution of a final agreement with the selected Contractor. The Authorities have no obligation to approve exceptions or changes to the Pro Forma contract.



The Authorities reserve the right to modify the Pro-Forma Contract and/or include additional contractual provisions in the Contract at their sole discretion.

2.18 Registered Lobbyists

- (A) 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

- (A) 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

- (A) 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.

2.21 Period that Proposals Remain Valid

- (A) Each Proposer agrees that proposal will remain firm for a period of one hundred and eighty (180) Days beginning with the date that price proposals are opened. Following the deadline for proposal submission, no proposal may be withdrawn for a period of 180 calendar days. For reasons of sustaining validity of potential desirable proposals to the fullest extent, the Authorities may extend the Restriction of Communication and delay any post-award debriefings, to the extent allowed, as it deems necessary.
- (B) Requests for withdrawal of proposals after 180 Days following the deadline for proposal submission must be submitted in writing (defined as being sent or received via letter on official firm/agency letterhead or by electronic mail) to the attention of Issuing Officer.
- (C) If a Best and Final Offer (BAFO) is requested, Proposer agrees to hold the BAFO available for acceptance for a minimum of ninety (90) Days after submission of the BAFO Cost Proposal.

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

- (A) Prior to award, the Authorities 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 the Authorities, 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.

2.23 Sales and Use Taxes

- (A) ATL and SRTA are 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

- (A) 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 Hosted site visits and/or pre-award meetings, and any other pre-award costs shall be at Proposer's sole cost and expense. The Authorities will not provide reimbursement for any costs associated with proposal preparation.

2.25 Placeholders

- (A) 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]."

2.26 No Geographic Preference

- (A) This procurement will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographic preferences in evaluation of proposals or award of contracts, except where Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt State licensing laws.

2.27 Modification of Proposals

- (A) Except at the written request of the Authorities, no proposal may be modified after the deadline for proposal submission.

3 Contents of a Complete Proposal

- (A) 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 as a complete, responsive proposal in response to ATL Solicitation No. 21-089, any and all proposals submitted must contain all of the following documents, properly signed by an authorized representative (as applicable), fully completed by the Proposer, and numbered and arranged in the following order:

3.1 Complete Proposal Checklist

- (A) This document serves as a checklist for Proposers to ensure that their proposal is complete and ready for submission. The document is used by the Authorities during the evaluation of responsiveness of proposals.
- (B) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (C) Blank checklist form is attached in Attachment 2 as Offer Document #1 of this RFP.

3.2 Proposal Letter

- (A) This document summarizes the acknowledgements and representations made by and agreed to by the Proposer with regard to its proposal.



- (B) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (C) Blank form is attached in Attachment 2 as Offer Document #2 of this RFP.

3.3 Acknowledgement of Addenda to RFP

- (A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (B) If no addenda to the RFP were issued, Proposer **must still complete the form** and include it in its proposal.
- (C) Blank form is attached in Attachment 2 as Offer Document #3 of this RFP.

3.4 Proposer Information Form

- (A) This document summarizes key information about the Proposer for the Authorities' assistance and reference during evaluation of the proposals including:
 - (1) Contact Information for Proposer
 - (2) Corporate information
 - (3) List of references for whom Proposer has performed similar services in the past three years
- (B) References listed on this document as part of the evaluation of proposals will be contacted.
- (C) If Proposer is a certified DBE, proof of DBE certification must accompany this document.
- (D) This document must be fully completed, signed, and submitted with the proposal.
- (E) Blank form is attached in Attachment 2 as Offer Document #4 of this RFP.

3.5 Proposer Certifications

- (A) This document certifies that the proposal, as provided by the Proposer, will meet or exceed the requirements of the RFP.
- (B) This document must be fully completed, signed, and submitted with the proposal.
- (C) Blank form is attached in Attachment 2 as Offer Document #5 of this RFP.

3.6 Technical Proposal

- (A) This document shall be provided as Offer Document #6 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 subheadings numbered as follows, and that address, at minimum the following elements:

3.6.1 Statement of Firm's Qualifications and Experience

- (A) Proposer shall detail their ability to perform the scope of services set forth in this RFP, which shall be a narrative description of the Proposer's qualifications and experience. This narrative description shall include the appropriate use of heading and subheadings that address, at minimum, the following elements:
 - (1) Name of lead firm and any sub-consultants
 - (2) Brief description of the Proposer (brief history, number of employees, lines of business, areas of



specialization, office locations, organizations, gross revenue, net income and loss for the current and prior year, parent company (if applicable), recent litigations and outcomes, litigation currently underway, etc.)

- (3) Description of the firm's experience in performing work of a similar nature to that solicited in this RFP; specifically, the provision and implementation for an FTA-funded transit agency, state DOT, or other transportation entity, and the participation in such work by the key personnel proposed for assignment to this project.
 - (4) Comprehensive listing and brief descriptions of relevant engagements started and/or completed during the last three years that are similar in scope and nature to the Scope of Services, attached to this RFP.
- (B) There is no prescribed format for this document. The format of the document shall be at the discretion of the 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 – Firm Qualifications and Experience in its proposal. The page limitation for this response is 25 pages.

3.6.2 Project Team and Project Approach

- (A) 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 subheadings that address, at minimum, the following elements:
- (1) Brief description of the team organizations and skillsets, including any proposed subconsultants, and an organizational chart
 - (2) Firm's technical approach to the project and interpretation of the Scope of services, including the Tasks identified in the Scope of Services section
 - (3) Identify the adequacy of the firm's resources, including personnel, labor, equipment and supplies, etc.
 - (4) Proposed solution, project approach and plan in response to the Scope of Services
 - (5) Listing of key project personnel and their qualifications
 - (6) Any special or unique benefits that the proposed team and/or its approach brings to the Scope of Services
 - (7) Any portions of the Scope of Services that the Proposer believes cannot be performed; Proposer shall identify such area with specificity and provide the rationale regarding Proposer's inability to perform such services
- (B) There is no prescribed format for this document. The format of the document shall be at the discretion of the Proposer; however, no font size smaller than 10 pt. In addition, the sample project schedule may be submitted in 11x14 or 11x17 page format. Proposer should label all documents submitted in response to this Section as Offer Document #6 – Project Team and Project Approach. The page limitation for this response is 25 pages.



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

- (A) This document must be fully completed, signed by an authorized representative, notarized, and submitted with the proposal.
- (B) Blank form is attached in Attachment 2 as Offer Document #7 of this RFP.

3.8 Sub-Contractor Affidavit

- (A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (B) Blank form is attached in Attachment 2 as Offer Document #8 of this RFP.

3.9 Subcontractor and DBE Listing Form

- (A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (B) If any identified subcontractor is a certified DBE, proof of DBE certification must accompany this document.
- (C) Blank form is attached in Attachment 2 as Offer Document #9 of this RFP.

3.10 Certification Regarding Debarment and Suspension

- (A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (B) Blank form is attached in Attachment 2 as Offer Document #10 of this RFP.

3.11 Certification Regarding Lobbying

- (A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (B) Blank form is attached in Attachment 2 as Offer Document #11 of this RFP.

3.12 Non-Collusion Affidavit

- (A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (B) Blank form is attached in Attachment 2 as Offer Document #12 of this RFP.

3.13 Anti-Boycott, Divestment and Sanctions Against Israel Certification

- (A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (B) Blank form is attached in Attachment 2 as Offer Document #13 of this RFP.

3.14 Statement of Responsibility Certification

- (A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
- (B) Blank form is attached in Attachment 2 as Offer Document #14 of this RFP.

3.15 Sales and Use Tax Compliance Form

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



the proposal.

- (B) Blank form is attached in Attachment 2 as Offer Document #15 of this RFP.

3.16 Litigation History

- (A) This document shall be provided by the Proposer and shall be a narrative description of the Proposer's litigation history. Proposer shall identify and describe material local, state and federal proceedings (legal, administrative, regulatory and otherwise, currently pending against the Proposer or its Principals (to include officers, members, directors and partners) or concluded adversely to the Proposer, or its Principals, within the past ten (10) years.
- (B) If Proposer has not been involved in any material litigation within the past ten (10) years, Proposer shall provide a written statement indicating such.
- (C) Proposer's response to this Section 3.16 shall be clearly marked in Attachment 2 as Offer Document #16.

3.17 Termination or Failure to Complete

- (A) This document shall be provided by the Proposer and shall be a list of each project on which the Proposer was terminated or failed to complete the delivery of services within the last seven (7) years. For each project, Proposer shall provide: 1.) project name, 2.) project start and end dates, 3.) estimated total contract value (i.e. all work which the Proposer was responsible for), 4.) reason(s) for the contract termination or failure to complete.
- (B) Proposer's response to this Section 3.17 shall be clearly marked in Attachment 2 as Offer Document #17.

3.18 Financial History

- (A) This document shall be provided by the Proposer and shall demonstrate sufficient financial strength, resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by:
- (B) Financial references, including name of proposer's primary financial institutions and address, name of contact person and telephone number for each financial institution identified.
- (C) Proposer's response to this Section 3.18 shall be clearly marked in Attachment 2 as Offer Document #18.

3.19 Price Proposal

- (A) 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.
- (B) The submitted Price Proposal must include all costs of performing pursuant to the final posted Contracts.
- (C) The envelope shall contain one (1) **signed original** and one (1) electronic version on secure USB flash drives (Kingston Data Traveler Vault Privacy 3.0 or latest revision secure flash drives). The format must be Microsoft Excel.
- (D) The Price Proposal shall be submitted as Offer Document #19. The blank Price Proposal is provided as Attachment 3 to this RFP.



4 Proposal Evaluation Process and Contract Award

- (A) The following section describes the process by which proposals will be evaluated and a selection made for a potential award. A Selection Committee will be established to review and evaluate proposals submitted in response to this RFP and make a recommendation for award to the Executive Director.
- (B) The selection process will be based on a combination of both qualitative technical factors and cost. The award selection will be on a “best value” basis to the responsive and responsible proposer whose proposal is most advantageous and of the greatest value to the Authorities. Accordingly, the Authorities may not necessarily make an award to the proposer with the highest technical evaluation criteria ranking nor award to the proposer with the lowest price proposal, if doing so would not be in the overall best interest of the Authorities.

4.1 Determination of Responsiveness

- (A) Proposals will be analyzed for conformance with the instructions and requirements of the RFP as identified in Section 3 and Section 4. Any proposal found to be non-responsive may be withdrawn from further consideration. Only those proposals found to be responsive will be evaluated as described below.

4.2 Evaluation of Proposals

- (A) The Selection Committee will evaluate all responsive proposals as described below:
 - (1) **Phase 1 - Technical Evaluation.** During the first phase of the evaluation, the Selection Committee will have access to all proposal materials except the sealed price proposals. Using the evaluation criteria that follow, the Selection Committee members will individually evaluate all responsive technical proposals based on the Phase 1 evaluation criteria as outlined below and rank the proposals.
 - (a) **The Completeness of Bid shall be a Pass or Fail.** Only those Proposers that have been determined by the Evaluation Committee to have submitted all required documentation shall receive a ‘PASS’. Any Proposer providing an incomplete submittal package will receive a ‘FAIL’ and will not be evaluated further.
 - (b) Up to three (3) of the highest-ranking proposers shall advance to the next phase in the evaluation process. Phase 1 will end with the return of unopened price proposals to proposers that will not be advanced into the next phase of the evaluation process.
 - (2) **Phase 2 – Oral Presentations/Interviews.** The Authorities, at their sole discretion, may conduct interviews with the Proposers which advanced from Phase 1.
 - (a) The dates and nature of the interview requirements will be communicated to the invited proposers.
 - (b) The Selection Committee will tabulate the results of the interviews with the results from the previous phases to determine the list of Proposers in the competitive range and their rankings.
 - (c) Should the Authorities elect not to conduct oral presentations/interviews, the evaluation process shall proceed from Phase 1 immediately to Phase 3 with no points being awarded to any Proposer for Phase 2.



- (3) **Phase 3 - Price Evaluation.** During the third phase, the Selection Committee will open the price proposals of those Proposers which have advanced to Phase 3 of the evaluation process, perform a cost evaluation and cost realism analysis of each price proposal, and rank the price proposals.
- (a) In evaluating the price proposal schedules and breakdowns, the various cost elements and profit will be reviewed, and judgment applied to determine how well the proposed costs match their respective technical proposals. The analysis will evaluate whether the proposed price elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the methods or performance and materials described in the proposer's technical proposal.
 - (b) Using the Price Evaluation Criteria that follow, the Selection Committee will then rank the price proposals based on the overall cost utilizing the evaluation criteria. In addition to overall cost, consideration will be given to how accurately the price proposal reflects the anticipated cost for consulting services.
 - (c) The Selection Committee will tabulate the results of the Phase 1 Technical Evaluation ranking, optional Phase 2 Oral Presentations/Interviews, and Price Evaluation.
 - (d) At the end of Phase 3, the Procurement Manager may decide to advance to Phase 4 for qualified Proposers to present their Best and Final Offer or proceed directly to the recommendation of award phase. Such decision shall be at the sole discretion of the Authorities.
 - (e) In the event the Procurement Manager decides to advance to Phase 4, the highest-ranking qualified proposers shall advance with the number of proposers advanced at the discretion of the Evaluation Committee.
- (4) **Phase 4 – Best and Final Offer.** The Authorities, at their sole discretion, may request one Best and Final Offer from Proposers in the competitive range. At this point, the Procurement Manager shall provide BAFO submission requirements and schedule to all Proposers in the competitive range. Qualified Proposers in this phase shall provide an outline of their revisions to Technical and Price Proposals for easier review along with their fully updated Technical and Price Proposals. The revised offer shall supersede the original proposal.
- (a) The Evaluation Committee will tabulate the results of the interviews with the results from the previous phases to determine the final rankings. Following either Phase 3 Presentations/ Interviews or Phase 4 Best and Final Offer, the Evaluation Committee will select the proposal which it finds to be most advantageous and of the best value to the Authorities for contract award recommendation.
 - (b) ***The Authorities reserve the right to make an award to a Proposer whose proposal it judges to be most advantageous and the best value based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.***

4.2.1 Proposal Evaluation Criteria

- (A) Technical Proposals will be evaluated based on the criteria listed below. The technical criteria are listed in the order of importance to the Authorities with the Technical Proposal evaluation worth 70% of the overall evaluation.



- 1) **Firm Experience** – Effective and substantive (relative to key objectives) experience of the firm in the provision of similar services within the categories of consideration, with emphasis on local and regional experience.
 - 2) **Firm Qualifications** – Qualifications, evidence of capability and/or credentials and availability of proposed key personnel. Proposers must present sufficient and competent staff, the capacity to complete the work in a timely manner, and appropriate personnel assignments to administer projects.
 - 3) **Oral Presentation** – Should the Authorities elect to conduct oral presentations/interviews, proposers will be evaluated on the quality of their oral presentations, with a maximum earning of up to 10 points.
- (B) The Price Proposal evaluation is worth 30% of the overall evaluation. Each Price Proposal will be evaluated by calculating the total price for all initial term deliverables (FY21) and all renewal option deliverables (FY22 and FY23), including all critical deliverables and all optional deliverables specified. The lowest average cost for all three potential terms combined will be awarded the maximum amount of allowable Price Proposal evaluation points, with the evaluated competitor Price Proposals each receiving points correlating to their evaluated differences from the best Price Proposal. *Pursuant to Sections 4(B) and 2.8 of this RFP, the Authorities reserve the right not to award to the lowest average priced Proposer if it is determined to be in the best interest of the Authorities.*

4.2.2 Contract Negotiations and Award

- (A) Award of any contract as result of this RFP is contingent upon the availability of grant and appropriated funds. Obligation under any contract resulting from this RFP or the exercise of any renewal option thereunder is contingent upon the availability of such funds. No legal liability on the part of the Authorities may arise until such funds are made available for such contract and the Contractor receives notice of such availability to be confirmed in writing by the issuance of a Purchase Order.
- (B) An award by the Authorities, if made, will be to the highest ranking responsive and responsible proposer; possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of this Contract; that will provide the best value according to the selection process stated above. The Authorities reserve the right to make an award as deemed in its best interest, which may include awarding the whole proposal, only part of the proposal, or none of the proposal, based on the sole discretion of its best interest.
- (C) The Authorities may make such investigations as they deem necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the Authorities all such information and data for this purpose as the Authorities may request. The Authorities reserve the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy that such proposer is qualified to carry out the obligations of the Contract.
- (D) The Authorities reserve the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- (E) The preliminary results of the evaluation may be announced through the public posting of a Notice of Intent to Award to the ATL website and the Georgia Procurement Registry. The Notice of Intent to Award (“NOIA”) is not notice of an actual contract award; instead, it is notice of the expected contract award(s) pending resolution of the protest process. The NOIA will identify any apparent successful



Proposer.

- (F) ATL shall contact the apparent successful Proposer. The apparent successful Proposer must return a signed copy of the Contract to the Issuing Officer within 7 calendar days of notification. Failure to do so may lead to rejection of the Proposer. The Authorities reserve the right to proceed to discussions with the next highest ranked Proposer.
- (G) The Notice of Award is the public notice of actual Contract award and will be publicly posted to the ATL website and the Georgia Procurement Registry.
- (H) Following execution of the Contract, a Notice to Proceed will be issued to the Contractor, which will specify the date Contractor will assume project work.
- (I) Any Contract resulting from this RFP will be financed in part with funds available to ATL and/or SRTA through grants or appropriations from the State of Georgia, Federal Transit Administration, and any other fund source. In the event funding from these sources is eliminated or decreased, the Authorities reserve the right to terminate this Contract or modify it accordingly.
- (J) It shall be understood that the Contractor shall invoice ATL or SRTA directly for all services within 30 days of Deliverable Acceptance.



PART 2 – SCOPE OF SERVICES

5 Scope of Services

ATL and SRTA consider the goods, equipment, and services which are envisioned and generally described below to be necessary, and currently intend these items and services, at a minimum, to reflect the Scope for a prospective Contract. The actual, final scope of services, however, may differ, may be greater or lesser, and shall be determined in subsequent processes, including negotiation prior to execution of a prospective Contract with a successful firm.

5.1 Summary of Services

(A) State Road and Tollway Authority (SRTA) and Atlanta-Region Transit Link Authority (ATL)-Xpress give commuters throughout the metro Atlanta region valuable transportation options and improve the capacity of Georgia’s most congested highways. SRTA is a state-level, independent Authority created to operate tolled transportation facilities within Georgia and acts as the transportation financing arm for the State. SRTA manages the collection of tolls on Georgia’s Express Lanes System through the use of Peach Pass, the state’s all-electronic tolling technology. Xpress has 27 routes in 12 metro Atlanta counties which carries more than 1.8 million passenger trips annually, providing workers with reliable, stress-free commutes to and from major employment centers in Downtown, Midtown, and Perimeter Center.

SRTA/ATL-Xpress safety and security practices are a vital component of operations. Safety and security play a vital part of all activities including, planning, design, construction, operations, and maintenance within the Xpress system. It is always SRTA and ATL’s commitment to ensure the highest level of safety and security for both passengers and employees. SRTA/ATL-Xpress is seeking an experienced firm that can provide full-service safety, security, and emergency management support.

The critical areas for which SRTA/ATL is seeking consulting assistance are related to requirements by the Federal, State, and local government. In addition, ATL is looking to maintain its agency security plan to meet Federal, State, and local standards and guidelines. The selected firm would be expected to provide deliverable-based, ongoing consulting support as described below.

(B) General Requirements:

(1) **TASK 1: Project Kick-Off**

Following the receipt of the Notice to Proceed, the Consultant will schedule and hold an informal kickoff meeting with the SRTA/ATL-Xpress Project Management Team (PMT) to set expectations for the schedule, communication protocols, deliverables, and project coordination. The Consultant will then use that input toward preparation of a Detailed Work Plan. The Detailed Work Plan will identify roles and responsibilities, communication protocols, a schedule and format for regular progress reporting, and a system to track the completion of action items. The Consultant will submit the draft Work Plan within two weeks of the kickoff meeting.

Deliverables:

- Annual Kick-off Planning Meeting - will determine the yearly requirements/deliverables



- Detailed Work Plan - written plan of action for the project, including contact information, timeline and deliverables, anticipated personnel, estimated number of hours for each person, and change control. Draft should be submitted two weeks from the Kick-off meeting and finalized and approved 30 calendar days from the date of the Kick-off meeting.

Frequency:

- On or about January 2021 (Initial Term)
- On or about July 1, 2021 (Option Year 1)
- On or about July 1, 2022 (Option Year 2)

(2) TASK 2: Program Management

The consultant will be in contact with the SRTA or ATL-Xpress project manager on a regular basis, with scheduled project meetings/calls, as necessary. In addition to holding regularly scheduled conference calls with SRTA or ATL-Xpress staff, the consultant team will meet internally on a regular basis. These calls and meetings will be conducted to review progress, ensure resources are properly deployed, and identify any challenges. The consultant will provide ongoing administration of key safety, security, and emergency management program activities. These activities encompass the entire program and provide necessary context to maintain safety and security. The following are activities that may need to be executed on a yearly basis:

- 1) Develop and maintain a master program including all aspects of safety, security, and emergency preparedness, as required by FTA, TSA, Federal, State or Local government
- 2) Develop, review, revise or improve any current programs, plans or documents
- 3) Provide guidance and oversight on upcoming audits, meetings, or briefings
- 4) Reviewing and expanding the training program for safety and emergency response
- 5) Providing on-going training and development activities for staff and contractors
- 6) Evaluating our current capabilities to identify and prevent security incidents that may occur on our property
- 7) Developing our Vulnerability Assessment Program to identify our weaknesses and guide planning activities
- 8) Enhancing emergency planning and procedures development and improving coordination with the Public Safety Agencies in our service area
- 9) Improving coordination with Contractor(s), and other agencies, which share common interests

Deliverables:

- Develop and maintain a safety, security, and emergency master program
- Develop and maintain the Safety Security Emergency Preparedness Plan (SSEPP) and manage the agency safety plan yearly updates, which may include a Threat and Vulnerability Assessment (TVA)
- Provide Corrective Action Plan (CAP) or program documentation relative to the SRTA/ATL-Xpress safety, security, and emergency systems and provide support in implementing corrective actions identified in the CAP



- Review, update, and modify annually the Agency Safety Plan and previous year agency's hazard tracking log.

Frequency:

- Agency Safety Plan and Hazard Tracking Log Update – at agreed-upon points in FY2021, FY2022, FY2023 as determined by the Detailed Work Plan
- All Other Deliverables – optional each term, as determined by business needs and funding availability

(3) TASK 3: Table-Top Exercise (TTX) and Parameters (completed approximately every 2-3 years)

The consultant shall develop, facilitate, conduct, and evaluate a tabletop exercise including a detailed performance evaluation to improve SRTA/ATL-Xpress response to an emergency event. The developed Table-Top Exercise (TTX) scenario should test and enhance SRTA/ATL-Xpress response capabilities. The TTX shall incorporate the framework of the National Incident Management System (NIMS), SRTA/ATL's existing emergency plans, and be organized in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The Table-Top Exercise (TTX) shall be conducted in coordination with other personnel and may include, but not limited to, community emergency responders, planners, SRTA/ATL employees, other governmental jurisdictions, constitutional offices, local, city, county, state and/or federal agencies, and elected officials or any combination thereof as requested by SRTA/ATL. The TTX reporting, deliverables, and full project completion shall be determined each state Fiscal Year and must take into consideration other regional exercises by any local, city, county, state and/or federal jurisdiction to avoid disruption, delays, and/or any other condition that may affect the completion of the exercise in a timely manner. The following below activities are required for the completion of the TTX exercise:

- Develop a timeline with milestones
- Conduct required planning meetings/conferences
- Conduct and evaluate the exercise
- Provide written meeting notes/minutes of all sessions
- Conduct a hot wash, as appropriate
- Conduct a controller and evaluator debrief
- Develop an After-Action Plan

The consultant shall facilitate team meetings between SRTA/ATL-Xpress, applicable transit partners, law enforcement, stakeholders, and the project team, to determine the exercise objectives and an emergency scenario event creditable to Georgia. The meetings should also identify the specific target capabilities that will define the type of TTX to take place.

The TTX exercise should take 3-6 months to plan, facilitate, and execute. The planning phase should take 30-60 days to define the capabilities being tested during the TTX. The TTX exercise should be executed in 1-2 days. The anticipated number of participants for the TTX will range between 30-50 participants, with the TTX lasting between four to six hours. The consultant shall be responsible for logistical arrangements, i.e. renting of facilities, and ordering/paying for food. The after-action report should be provided to SRTA/ATL 20 calendar days after the tabletop



exercise is complete. Lastly, 30-60 calendar days should be allotted to assist SRTA/ATL with implementing all of the recommendations from the after-action report.

As part of completion of Task 3, Contractor is expected to:

- 1) Review available plans and procedures, responsibilities, and resources of participating agencies.
- 2) Help develop and produce exercise documents, facilitate the exercise, observe, record issues, key actions, and lessons learned.
- 3) Schedule and participate in an exercise debriefing with participants', record participants' observations and recommendations for improvement.
- 4) Conduct an after-action review with SRTA/ATL-Xpress using the appropriate exercise evaluation guides.
- 5) Develop a written improvement plan. The improvement plan should be based on the tested capabilities. The plan should assess the capabilities and identify the areas of improvement needed.
- 6) Place all exercise documents and work products into the United States Department of Homeland Security lessons learned information shared database.
- 7) Work with appropriate personnel to create a master sequence of events list, exercise injects, and core capabilities list.
- 8) Develop and distribute all appropriate TTX materials to all participants. All exercise materials developed shall be consistent with Homeland Security Exercise and Evaluation Program (HSEEP).
- 9) Facilitate and evaluate the TTX using appropriate visual aids and tools.
- 10) Ensure that all appropriate personnel, instructors, and facilitators utilized to provide the services outlined herein are well qualified and meet and/or exceed the qualifications expected in this field.

Deliverables:

- Execute a Tabletop Exercise in the Spring of 2021, considering there could be limitations or delays in schedule due to COVID-19.
- When tabletop exercises (TTX) are performed, the consultant shall deliver a TTX Evaluation Form, After-Action Report, and Improvement Plan. The after-action report and improvement plan should be HSEEP compliant and based upon the evaluators' and participants' insights and comments during the tabletop exercise. The Evaluation Form, After-Action Report, and Improvement Plan should be submitted 20 calendar days from the completion date of the TTX exercise. The consultant shall also provide electronic copies of the scenario, injects, facilitation and evaluation manuals, after-action report, improvement plan, lessons learned, and all TTX related materials.
- Final written evaluation to SRTA/ATL to be distributed to the State/Federal Office of Emergency Management. Consultant must log all TTX exercise documents and work products into the United States Department of Homeland Security lessons learned information shared database.



Frequency:

- Once over the life of the contract (optional)

(C) Payment Schedule

The payment schedule for Task 1 shall consist of payments aligned with the receipt of the completed and approved Detailed Work Plan(s).

The payment schedule for Task 2, Modification of the Safety Plan and Hazard Tracking Log, will be agreed upon by the Authorities and Contractor prior to commencement of this activity, and will be mostly determined by the detailed work plan. All other deliverables under Task 2 are optional and will be agreed upon in advance by the Authorities and Contractor for issue of a Task Order/Purchase Order.

The payment schedule for Task 3, Tabletop Exercise and Parameters, will be mostly determined by the detailed work plan. The deliverable under Task 3 is optional and will be agreed upon in advance by the Authorities and Contractor for issue of a Task Order/Purchase Order.

6 Attachments

The following are provided as separate attachments:

- (A) Attachment 1 - Question and Answer Template
- (B) Attachment 2 - Offer Documents
- (C) Attachment 3 - Price Proposal Forms (Excel Workbook)
- (D) Attachment 4 – ATL and SRTA Service Provider Agreement (Contract Sample)
- (E) Attachment 5 - Applicable Guidelines