**ATL CONTRACT CLARIFICATION/PROPOSED MODIFICATIONS RESPONSE**

**ATL Solicitation No. 21-086: RFP for Regional Transit Planning Consulting Services**

**E. Contract Provision Title**

1. Confidentiality
2. Professional Liability Insurance
3. Publicity
4. Ownership of Documents

**F. Contract Clause Number**

1. 11.3

**G. Contract Provision Title**

1. 11.3

**H. Current Language of Section**

1. The final sentence of this Section requires all employees execute a nondisclosure agreement in order to

**I. Proposed Language**

1. To clarify the need of the provision, and confirm that this does not require consultants to

**J. Legal Proposed Response**

1. The provisions below are intended to ensure the confidentiality of the Services and work performed under the Contract, and to protect the proprietary rights of ATL and its respective customers, operations, projects, procurements and confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant acknowledges and agrees that all records of the Services and work, including records of contracts and subcontracts, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being

**K. Proposed Language**

1. The final sentence of the provision requires all employees execute a nondisclosure agreement in order to

**L. Legal Proposed Response**

1. The provisions below are intended to ensure the confidentiality of the Services and work performed under the Contract, and to protect the proprietary rights of ATL and its respective customers, operations, projects, procurements and confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant acknowledges and agrees that all records of the Services and work, including records of contracts and subcontracts, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being

**M. Proposed Language**

1. The final sentence of the provision requires all employees execute a nondisclosure agreement in order to

**N. Legal Proposed Response**

1. The provisions below are intended to ensure the confidentiality of the Services and work performed under the Contract, and to protect the proprietary rights of ATL and its respective customers, operations, projects, procurements and confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant acknowledges and agrees that all records of the Services and work, including records of contracts and subcontracts, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being

**O. Proposed Language**

1. The final sentence of the provision requires all employees execute a nondisclosure agreement in order to

**P. Legal Proposed Response**

1. The provisions below are intended to ensure the confidentiality of the Services and work performed under the Contract, and to protect the proprietary rights of ATL and its respective customers, operations, projects, procurements and confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant acknowledges and agrees that all records of the Services and work, including records of contracts and subcontracts, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being

**Q. Proposed Language**

1. The final sentence of the provision requires all employees execute a nondisclosure agreement in order to

**R. Legal Proposed Response**

1. The provisions below are intended to ensure the confidentiality of the Services and work performed under the Contract, and to protect the proprietary rights of ATL and its respective customers, operations, projects, procurements and confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant acknowledges and agrees that all records of the Services and work, including records of contracts and subcontracts, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being

**S. Proposed Language**

1. The final sentence of the provision requires all employees execute a nondisclosure agreement in order to

**T. Legal Proposed Response**

1. The provisions below are intended to ensure the confidentiality of the Services and work performed under the Contract, and to protect the proprietary rights of ATL and its respective customers, operations, projects, procurements and confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant acknowledges and agrees that all records of the Services and work, including records of contracts and subcontracts, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being

**U. Proposed Language**

1. The final sentence of the provision requires all employees execute a nondisclosure agreement in order to

**V. Legal Proposed Response**

1. The provisions below are intended to ensure the confidentiality of the Services and work performed under the Contract, and to protect the proprietary rights of ATL and its respective customers, operations, projects, procurements and confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant acknowledges and agrees that all records of the Services and work, including records of contracts and subcontracts, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being

**W. Proposed Language**

1. The final sentence of the provision requires all employees execute a nondisclosure agreement in order to

**X. Legal Proposed Response**

1. The provisions below are intended to ensure the confidentiality of the Services and work performed under the Contract, and to protect the proprietary rights of ATL and its respective customers, operations, projects, procurements and confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant acknowledges and agrees that all records of the Services and work, including records of contracts and subcontracts, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being

**Y. Proposed Language**

1. The final sentence of the provision requires all employees execute a nondisclosure agreement in order to

**Z. Legal Proposed Response**

1. The provisions below are intended to ensure the confidentiality of the Services and work performed under the Contract, and to protect the proprietary rights of ATL and its respective customers, operations, projects, procurements and confidential and/or proprietary information of any of ATL's vendors (collectively, "Confidential Information"). Consultant acknowledges and agrees that all records of the Services and work, including records of contracts and subcontracts, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., with particular attention being

**[Additional proposed language and legal responses provided similar to the above]**

**[No change, clarification, or legal response noted for each proposed modification]**