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METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

(Locally and Federally Funded)

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

IN SUPPORT OF

PLANNING AND PRELIMINARY ENGINEERING SERVICES

AE50793

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2424 Piedmont Road, NE
Atlanta, GA 30324
404-848-5000

October 26 , 2026

TO: ALL PROSPECTIVE PROPONENTS

SUBJECT: REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER AE50793
PLANNING AND PRELIMINARY ENGINEERING SERVICES

You are invited to submit to the Metropolitan Atlanta Rapid Transit Authority ("**MARTA**" or "**Authority**"), a proposal for the above-captioned solicitation. To be eligible for consideration your proposal must be received by the Authority no later than **2:00 p.m. (local time) on December 10, 2026.** The procurement can be reviewed and downloaded from MARTA's website (**www.itsmarta.com**)**.** On the home page, point to "More"/click Current Opportunities/click on AE50793 /Download Request for AE50793/Log-in (first time users must register).

All questions regarding this procurement should be submitted in writing to MARTA's contact person, **Lorraine Bell, Senior Contract Specialist**, via e-mail lbell@itsmarta.com. The deadline for receipt of questions is **November 6, 2026.** Written inquiries received prior to 11:59 p.m. (local time) **on November 6, 2026** by MARTA will be answered and posted as a Response to Inquiries to this procurement on MARTA's website at www.itsmarta.com. If you need additional information, please contact **Lorraine Bell, Senior Contract Specialist, at 404-848-4107.**

Sincerely,

DocuSigned by:
Jacqueline A Holland
3CDCE626DF3D4D9...

Jacqueline A. Holland
Assistant General Manager, Contracts, Procurement and Materials

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PART I
INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **GENERAL AND BACKGROUND INFORMATION:** The Metropolitan Atlanta Rapid Transit Authority ("**MARTA**") operates the ninth largest transit system in North America providing bus, rail and paratransit services in the greater metropolitan Atlanta area. MARTA transports over 500,000 people in the City of Atlanta and counties of Clayton, DeKalb and Fulton daily. MARTA has approximately 4,540 employees.

   The Metropolitan Atlanta Rapid Transit Authority ("**MARTA**") is utilizing a qualifications-based procurement process and hereby requests proposals from responsible, qualified firms to provide professional architectural and engineering consulting services for MARTA's Planning and Preliminary Engineering Services project.

2. **SERVICES BEING PROCURED:**
   The Contractor shall provide expertise and services in support of MARTA's Capital Program Delivery projects for engineering, design, architecture, planning and professional support during the preliminary engineering stage for system expansion and other support activities.

   MARTA is seeking Qualification Statements from Proponents that have the professional competence, qualifications and experience capable of providing the services set forth in the solicitation.

3. **DEFINITIONS:** The following definitions shall apply when used throughout this Request for Statement of Qualifications for:

Proponent:	Each Firm or aggregation of Firms (which may include a joint venture partnership, limited liability company or limited liability partnership) submitting a proposal in response to this solicitation with the intent of performing the services as the prime contractor.
Firm(s):	A Firm that has or will obtain, prior to the execution of any contract awarded hereunder, all necessary licenses required by the State of Georgia to perform the Services and is authorized to do business in the State of Georgia.
Qualification Statement:	A written response (i.e., technical proposal) to this solicitation prepared by a Proponent, and submitted to MARTA's Office of Contracts, Procurement and Materials ("**CPM**").

4. **MINIMUM QUALIFICATIONS:** Proponents must meet all the minimum qualifications set forth in this solicitation in order to be deemed qualified to participate in this procurement. Where the Proponent is a partnership, joint venture arrangement, limited liability company, limited liability partnership or other multiple entity organization, the entity that holds a majority ownership interest in the Proponent (i.e., over 50% ownership) must meet the minimum requirements set forth in this

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solicitation. Additionally, prior to execution of the Contract, the successful Proponent will be required to demonstrate that it is duly authorized to conduct business in the State of Georgia.

Proponent or entity comprising Proponent **must** not submit more than one (1) Qualification Statement under the same or different names or as part of multiple organizations. Any Proponent or entity comprising Proponent that submits more than one (1) Qualification Statement in response to this solicitation shall be deemed non-responsive. **NOTE:** This restriction set forth in this paragraph is not applicable to subcontractors.

By submitting a Qualification Statement in response to this solicitation, the Proponent represents and warrants to MARTA that Proponent has or will acquire all of the licenses, certifications, permits, bonding capacity and insurance. By submitting a Proposal concerning this procurement, Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, all of MARTA's policies and procedures (as the same may change from time to time), all of which is incorporated into this RFP by this reference.

5. **PRE-AE CONFERENCE:** A virtual Pre-AE Conference is scheduled for **November 4, 2026 at 10:00a.m. E.S.T.** via the following virtual Microsoft Teams link:

   https://events.gcc.teams.microsoft.com/event/3c3826c2-c308-47d2-b649-e5666e5c540b@d5b52ccb-1bf9-4a3e-a010-0f3b332bc26a?source=copyLinkLegacyShareLinkDialog

   Attendance is not required but is strongly encouraged. Each proponent is responsible for being fully informed regarding all existing and expected conditions and matters that may affect the cost or performance of the services. Any failure to fully investigate the requirements of the solicitation shall not relieve any Proponent from the responsibility to properly estimate the difficulty or cost of successfully performing the services being sought under this solicitation.

6. **PROCUREMENT QUESTIONS; PROHIBITED CONTACTS:** Any questions or comments must be submitted in writing to MARTA's contact person, **Lorraine Bell, Senior Contract Specialist**, via electronic email at: **lbell@itsmarta.com**, on or before **November 6, 2026** at 11:59p.m. (local time). Questions submitted after the designated period may not be considered by MARTA**.** Any response made by MARTA will be provided in writing to all Proponents by posting the same to MARTA's website at **www.itsmarta.com**. It is the responsibility of each Proponent to obtain a copy of all responses and/or any addenda issued for this procurement by monitoring MARTA's website. No Proponent may rely on any verbal response to any question concerning this procurement. All Proponents (and any representative thereof) are strictly prohibited from contacting any MARTA employees (or third-party representatives or Proponents of MARTA) on any matter having to do with this procurement. All communications by any Proponent **must** be made with MARTA's contact person or any other MARTA employees or representatives designated by the head of MARTA's Contracts, Procurement and Materials Department.

7. **SUBMISSION DEADLINE:** To be considered responsive, a Proponent must complete and submit its Proposal and all required submittals and attachments in accordance with the instructions contained or referenced in this solicitation. All responses to this solicitation must be received by MARTA's Office of CPM, 2400 Piedmont Road N.E., Atlanta, Georgia 30324-3330, on or before **Thursday,**

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December 10, 2026 at 2:00p.m. (local time). Any Qualification Statement received after this time will not be considered by MARTA and will be rejected and returned.

8. **REQUIRED SUBMITTALS:**

a. **Form 1: Illegal Immigration Reform and Enforcement Act.** Each Proponent **must** complete, sign and submit a Contractor's Affidavit with its Qualification Statement. This solicitation is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), as amended. Pursuant to the Act, the Proponent must provide with its Qualification Statement proof of its registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Under state law, MARTA cannot consider any Qualification Statement which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with MARTA are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on MARTA procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to **https://e-verify.uscis.gov/enroll**.

b. **Form 2: Acknowledgement of Addenda.** Each Proponent **must** complete, sign and submit an acknowledgement with its Qualification Statement that it has received all Addenda issued by MARTA for this solicitation. This form is provided and may be used to satisfy this requirement.

c. **Form 4: No Conflict of Interest.** Each Proponent **must** complete, sign and submit with their Qualification Statement the information called for by the form.

d. **Form 5: List of Proposed Subcontractors.** Each Proponent is requested to furnish with their Qualification Statement the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Qualification Statement Deadline and before an award is made.

e. **Form 6: Qualifications and Business References.** Each Proponent is requested to furnish with their Qualification Statement the information called for by the form. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Qualification Statement Deadline and before an award is made.

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f. **Form 7: Certification of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters.** Each Proponent **must** complete, sign and submit with their Qualification statement the information called for by the form.

g. **Form 8: Certification of Lower-Tier Participant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion.** Each Proponent **must** complete, sign and submit with their Qualification Statement the information called for by the form.

h. **Form 9: Certification Regarding Lobbying.** Each Proponent **must** complete, sign and submit with their Qualification Statement the information called for by the form.

i. **Form 10: Disclosure of Lobbying Activities.** Each Proponent **must** complete, sign and submit with their Qualification Statement the information called for by the form.

j. **Appendix A: Office of Corporate Compliance & Engagement Requirements.** MARTA's Office of Corporate Compliance & Engagement program(s) applicable to this procurement and any Contract that may be awarded pursuant to this procurement are set forth in **Appendix A** attached hereto. Each Proponent should furnish the information requested by **Appendix A** with their Qualification Statement. If the form is omitted or if the information furnished is incomplete or inadequate, the Authority may request this information. Proponent shall have five (5) business days to provide the requested information. If the Proponent fails to provide this information within five (5) business days, the Proponent may be deemed non-responsible.

9. **NO OFFER BY MARTA; FIRM OFFER BY PROPONENT:** This procurement does not constitute an offer by MARTA to enter an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer or Qualification Statement shall bind MARTA.

10. **SUBMISSION OF QUALIFICATION STATEMENT:**
    a. Qualification Statements should be submitted according to the requirements of this solicitation. All blank spaces must be typed or handwritten in blue or black ink. All corrections to any entry should be lined out and initialed by the Proponent prior to the Qualification Statement submission. Do not use correction tapes or fluids. Any conditions placed upon a Qualification Statement or exceptions to the terms of this solicitation (or the Contract) may result in MARTA deeming the Qualification Statement non-responsible.

    b. Qualification Statements shall be signed by hand by a principal of the Proponent with the authority to bind the Proponent and enter into a contract with MARTA. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a Qualification Statement, bind the entity as well as enter an agreement with MARTA. Each Proponent is responsible for the preparation of its Qualification Statement and for the costs associated therewith.

    c. Each Proponent should submit a complete Qualification Statement in accordance with the requirements of this solicitation. The format for the submission of a Qualification Statement

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mandated by this solicitation is not negotiable. The name and number of the project is: **AE 50793 Planning and Preliminary Engineering Services.** Qualification Statements must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) should clearly identify the name of the Solicitation, Solicitation Number, Proponent's Name and address, and Proponent's Federal Work Authorization User Identification Number. All Qualification Statements must be submitted to:

Metropolitan Atlanta Rapid Transit Authority
Office of Contracts, Procurement and Materials
2400 Piedmont Road N.E.
Atlanta, Georgia 30324-3330
ATTN: Contract Control (AE50793)
[See end of Part 1 for directions]

d. Qualification Statements must be submitted to the above address between the hours of 9:00 a.m. and 2:00 p.m. (local time) Monday through Friday. Bids will not be accepted on the following days: New Year's Day, Martin Luther King, Jr's birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

e. A Proponent **must** submit one (1) electronic copy on a USB drive (a.k.a., jump or flash drive) of its Qualification Statement. The Proponent's USB drive should be submitted in an unlocked Portable Document Format (i.e., .pdf).

f. Each Qualification Statement should contain a table of contents and separate sections for the information requirements set forth in this solicitation, as well as for the forms required to be submitted.

g. Each Proponent shall promptly notify MARTA in writing, prior to the Qualification Statement Deadline, should the Proponent find discrepancies, errors, ambiguities or omissions in any of the Proponent's Qualification Statement documents or should the intent or meaning set forth in Proponent's Qualification Statement documents appear unclear or ambiguous.

h. Each Proponent shall promptly notify MARTA in writing should the Proponent find discrepancies, errors, ambiguities or omissions in any of the solicitation documents prior to the end of the question/comment period set forth herein. MARTA will reply to such notices, if necessary, by issuing an addendum to the solicitation. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this solicitation by monitoring MARTA's website at **www.itsmarta.com**.

11. **REPRESENTATION:** By submitting a Qualification Statement in response to this solicitation, Proponent acknowledges and represents that: (a) the accompanying qualification statement is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as described in Chapter 6A of Title 7 of the Official Code of Georgia Annotated ("**Code**"); (b) it has read all of the solicitation documents (including, without limitation, the Contract) and acknowledges that, notwithstanding any requested changes to the Contract, Proponent shall be bound by the requirements stated

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therein; (c) the signatory to the Qualification Statement is the Proponent (or Proponent's duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided in response to this solicitation are truthful and accurate representations up to and including the date Proponent submits its Qualification Statement to MARTA; (e) Proponent has submitted all substantive revisions to the Contract for MARTA's review with its Proposal; (f) it will be bound by MARTA's Code of Ethics available at https://www.itsmarta.com/uploadedFiles/More/About_MARTA/Code%20of%20Ethics%2010-10-24.pdf as the same may be amended from time to time in MARTA's sole discretion; and (g) it agrees that it will voluntarily notify MARTA immediately if any information or disclosure provided to MARTA during any part of this procurement process changes, is no longer accurate or would be misleading in any way.

12. **QUALIFICATION STATEMENT EVALUTATION/SELECTION:** Upon receipt and review of the Qualification Statements, MARTA, in its sole discretion, shall determine which Proponents are responsive and responsible. MARTA will notify each Proponent in writing of MARTA's determination. After the Submission Deadline, MARTA's Source Evaluation Committee ("**SEC**") will evaluate each responsive Qualification Statement in accordance with the evaluation criteria listed in this solicitation. Proponents may be required to make an oral presentation to the SEC after submitting their Qualification Statements.

    Qualification Statement evaluation will be based upon the following criteria in descending order of importance:

    (i) Technical Capabilities, Team Composition and Professional Qualifications
    (ii) Specialized Experience
    (iii) Project Monitoring, Control and Quality Assurance
    (iv) Qualification and Experience of Key Personnel
    (v) Organizational/Management Concept and Project Execution
    (vi) Financial Capability;
    (vii) An evaluation of the response to information requested in **Appendix A** regarding Equal Employment Opportunity and Disadvantaged Business Enterprises.

13. **OWNERSHIP OF QUALIFICATION STATEMENTS**: Each Qualification Statement submitted to MARTA will become the property of MARTA, without compensation to a Proponent, for MARTA's use, in MARTA's sole discretion.

14. **REJECTION OF QUALIFICATION STATEMENTS; CANCELLATION OF SOLICITATION; WAIVER OF TECHNICALITIES:** MARTA reserves the right to reject any Qualification Statement or all Qualification Statement or to waive any technical defect in a Qualification Statement before or after Qualification Statement submission. MARTA also reserves the right to cancel this solicitation at any time for any reason or no reason. Additionally, MARTA may, by addendum, modify any provision or part of this solicitation at any time prior to the Qualification Statement deadline. The Proponent shall not rely on oral clarifications to the solicitation unless they are confirmed, in writing, by MARTA in an issued addendum. MARTA also reserves the right to award based upon a Proponent's original submission without discussion.

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15. **GEORGIA OPEN RECORDS ACT:** Information provided to MARTA is subject to disclosure under the Georgia Open Records Act ("**GORA**"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[*a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.*]."

16. **EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS UTILIZATION:** All Proponents are (a) strongly encouraged to consider the use of Disadvantaged Business Enterprises ("**DBE(s)**") in all aspects of the contract that may be awarded and (b) will be required to document their good faith efforts in this regard as an integral part of their Qualification Statement. Refer to the Equal Employment Opportunity and Disadvantaged Business Enterprise Requirements in Appendix A attached hereto.

    A current listing of DBE's certified with the Georgia Unified Certification Program DBE Directory, as the same may change from time to time, is located at http://www.dot.ga.gov/doingbusiness/dbePrograms/Pages/default.aspx

    (a) The Authority has assigned a **0%** goal for Disadvantaged Business Enterprise (DBE) participation in this project, the Proponent agrees and warrants that:

    (b) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. It will not discriminate on the basis of race, color, religion, sex, age, or national origin in the performance of the Contract awarded pursuant to solicitation, if any. Proponent will comply with the requirements of 49 CFR Part 26 during the term of the Contract;

    (c) It will comply with all rules, regulations and other relevant orders of the US Secretary of Labor; and he/she will furnish all information and reports required by Title VI of the Civil Rights Act of 1964, as well as, the Age Discrimination in Employment Act effective June 12, 1968, and will permit access to books, records and accounts by the Authority, the Secretary of Labor and/or the Secretary of Transportation, for purposes of investigation to ascertain his/her compliance with such rules, regulations, and orders; and

    (d) It will take affirmative action to assure that Disadvantaged Business Enterprises are strongly pursued for participation on this Contract and will document their good faith efforts to ascertain DBE participation in different aspects of the project as an integral part of their response to this solicitation.

    (e) Each prime or joint venture firm responding to this solicitation **should** provide MARTA with a written copy of its equal opportunity policy statement if the company has less than fifty (50) employees and a copy of current written affirmative action plan ("AAP") if the company has fifty (50) or more employees. This should be submitted no later than Contract award, if any. Please note that the AAP **should** contain, at a minimum, (a) a utilization analysis showing by job category the extent to which minorities and women are employed

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in its work force, (b) an analysis of any under-utilization and (c) a program of goals and timetables to correct any such under-utilization **(Appendix A).**

17. **PROTESTS:** Any protest or objection to this solicitation or the solicitation process related to this solicitation must be submitted, in a timely manner, in accordance with the Protest Procedures set forth on MARTA's website at **https://www.itsmarta.com/uploadedFiles/MARTA%20CPM%20Procedure%20Manual**

18. **ADDITIONAL DOCUMENTATION:** Each Proponent, if successful, acknowledges and agrees to submit such additional documentation (e.g., insurance/bonds, etc.) promptly upon any request by MARTA and as required by the terms of this solicitation and/or the terms of the Contract.

19. **MULTIPLE AWARD:** Proponents acknowledge and agree that MARTA may award, if at all, a Contract to one or more Proponents at MARTA's sole discretion.

20. **ELECTRONIC SOLICITATION DOCUMENTS:** This solicitation is being made available by electronic means. By responding to this solicitation, Proponent accepts full responsibility to ensure that it is responding to the correct form of solicitation, including any addenda issued by MARTA's Department of Contracts, Procurement and Materials. Proponent acknowledges and agrees that in the event of a conflict between the solicitation in the Proponent's possession and the version maintained by MARTA's Office of Contracts, Procurement and Materials, the version maintained by MARTA's Office of Contracts, Procurement and Materials shall govern. The solicitation document is available at www.itsmarta.com.

21. **AWARD OF CONTRACT; EXECUTION**: If MARTA awards a Contract pursuant to this procurement, MARTA will prepare and forward to the successful Proponent a Contract for execution substantially in the form included in solicitation document.

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MARTA HEADQUARTERS COMPLEX RECEIVING

The address for receiving all deliveries to MARTA Headquarters Complex (HQ - 2424 Piedmont Rd NE and HQ Annex - 2400 Piedmont Rd NE) is:

MARTA HQ Annex

2400 PIEDMONT RD NE

ATLANTA GA 30324

404-848-5081 Annex Mail Center 404-

848-4773 Mail Services Supervisor

Directions from MARTA HQ to MARTA Receiving at the HQ Annex (see map below):

East on Morosgo Drive to Piedmont Rd. NE

South on Piedmont Rd to Garson Dr. NE

West on Garson Dr. NE to third driveway on the right

RECEIVING HOURS

Monday – Friday 9:00 am – 2:00 pm

Closed: New Year's Day/Martin Luther King, Jr Holiday/Memorial Day/Independence Day/Labor Day/Thanksgiving Day/Friday Following//Thanksgiving Day/Christmas Day



Driving Directions from I-75 S

From I-75 S,

Use the left 3 lanes to take exit 251 to merge onto I-85 N, follow signs for I-85 N

Take the Buford Hwy N exit

Merge onto GA-13 N

Take the GA-237 N/Piedmont Rd NE exit

Turn right onto Piedmont Rd NE

Turn left onto Garson Dr. NE (turn into third driveway on right)

OVER FOR DRIVING DIRECTIONS FROM I-75 N/I-85 N, I-85 S AND GA - 400

&

DIRECTIONS TO THE HQ ANNEX MAIL CENTER LOADING DOCK

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Driving Directions from I-75/I-85 N	Driving Directions from I-85 S	Driving Directions from GA-400 S
From the I-75 N/I-85 N Connector northbound, Keep left at fork to stay on I-85 N, follow signs for I-85 N Take the Buford Hwy N exit Merge onto GA-13 N Take the GA-237 N/Piedmont Rd NE exit Turn right onto Piedmont Rd NE Turn left onto Garson Dr. NE (turn into third driveway on right)	From I-85 southbound, Take exit 88 for Lenox Rd toward GA-400 N/Cheshire Br Rd Turn left onto Cheshire Bridge Rd NE Turn right onto GA-236 W/Lavista Rd NE/Lindbergh Dr NE Turn left onto GA-237S/Piedmont Rd NE Turn right onto Garson Dr NE (turn into third driveway on right)	From GA-400 southbound, Take exit 18 for Sidney Marcus Blvd Turn left onto GA-237 S/Piedmont Rd NE Turn right onto Garson Dr NE (turn into third driveway on right)

Directions to the HQ Annex Mail Center Loading Dock

Enter the driveway (note signage on fence for MARTA HQ Annex, MARTA Police) and proceed to the gate and intercom. Press the intercom button and provide the Protective Specialist:

- Your Name
- Your Company Name
- Purpose for Your Visit

From the gate, proceed to the first stop sign and turn left to the HQ Annex Mail Center and loading dock. The pedestrian entrance and doorbell are to the left of the loading dock.



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PART II
QUALIFICATION STATEMENT REQUIREMENTS/SUBMITTALS

1. **QUALIFICATION STATEMENT FORMAT:** A Proponent must submit a Qualification Statement in response to this solicitation in the format specified herein. The Qualification Statement must contain the following:

   (a) Information Drafted and Provided by a Proponent:

   (i) Title Page
   (ii) Table of Contents
   (iii) Executive Summary
   (iv) Transmittal Letter
   (v) Specialized Experience
   (vi) Technical Capabilities, Team Composition and Professional Qualifications
   (vii) Project Monitoring and Control
   (viii) Qualification and Experience of Key Personnel
   (ix) Organizational/Management Concept and Project Execution
   (x) Quality Assurance Program
   (xi) Professional References

   (b) Information Provided by a Proponent on Forms Provided by MARTA:

   (i) Illegal Immigration Reform and Enforcement Act Affidavit (Form 1)
   (ii) Contractor Affidavit (Form 1a)
   (iii) Subcontractor Affidavit (Form 1b)
   (iv) Sub-Subcontractor Affidavit (Form 1c)
   (v) Acknowledge Addenda (Form 2)
   (vi) No Conflicts of Interest (Form 4)
   (vii) List of Proposed Subcontractors (Form 5)
   (viii) Proponent Qualification and Business Reference (Form 6)
   (ix) Certification of Primary Participant Regarding Debarment, Suspension and Other-Responsibility Matters (Form 7)
   (x) Certification of Lower-Tier Participant Regarding Debarment, Suspension and Other-Ineligibility and Voluntary Exclusion (Form 8)
   (xi) Certification Regarding Lobbying (Form 9)
   (xii) Disclosure of Lobbying Activities (Form 10)
   (xiii) Corporate Compliance & Engagement Requirements (Appendix A)

2. **INFORMATIONAL REQUIREMENTS:** The following is a more detailed summary of the requirements of certain portions of the Qualification Statement. Proponents are strongly encouraged to provide a concise response to each requirement while adhering to the recommended page limitations.

   (a) Title Page: The title page should show the solicitation's subject, the Proponent's name, address, email address, telephone and fax numbers of the contact person(s) and the date of

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the Qualification Statement.

(b) Table of Contents: The Qualification Statement should contain a detailed table of contents listing sections and subsections that correspond to the requirements of the solicitation. The table of contents should also list all tables, appendices, figures, etc. contained in the Qualification Statement. [One (1) Page Limit]

(c) Executive Summary: The purpose of the Executive Summary is to generally describe the Proponent and to provide an overview of the Proponent's qualifications. At a minimum, the Executive Summary should contain the complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent should provide the domicile where Proponent and each entity comprising Proponent is organized, including name, brief history, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices, if any. [Two (2) Page Limit]

(d) Transmittal Letter: A letter signed by the Proponent's authorized representative briefly stating the Proponent's understanding of the scope of the project and a statement of why Proponent believes it is the best qualified entity to perform the engagement. [One (1) Page Limit]

(e) Team Composition, Technical Capabilities and Professional Qualifications: To allow MARTA to fully understand the capabilities of Proponent, Proponent should provide the information requested below. If Proponent is a partnership or joint venture, then for each member of the partnership or joint venture, Proponent shall provide the information requested and meet the minimum requirements set forth below. Provide the information stated below for each member of the Proponent's team. Use additional sheets, if necessary. [Ten (10) Page Limit]

> **NOTE:** If the Proponent is a partnership, joint venture or newly formed entity (e.g., limited liability company or corporation), the minimum requirements set forth throughout the solicitation must be satisfied by the entity or individual(s) that own and control a majority equity interest (i.e., at least 51%) of the partnership, joint venture or newly formed entity.

(i) The Proponent should provide (a) an Organizational Chart of the Proponent's management structure of key personnel only and (b) corresponding resumes for each of the key individuals listed on the Organizational Chart provided. The organizational structure and resumes should clearly identify the Proponent's management team.

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(ii) Resumes should include at least the following information:
(A) Name and Title;
(B) Professional Background;
(C) Education; and
(D) Current and Past Employment
(E) Relevant Past Project Experience

(iii) Legal form of the Proponent and the state in which it is domiciled. In the case where the Proponent is a partnership, joint venture or affiliation of two (2) or more firms, please provide information for all participants and the nature of the relationship. This should include organization documents and a brief description of the rights and obligations of the parties. **One (1) legal entity should be identified in the Qualification Statement as the prime Contractor/Proponent for the purpose of contract formation and responsibility determination.**

(iv) The Proponent should also include a statement that clearly identifies the level of authority vested to each individual within Proponent's management structure to make decisions on behalf of the Proponent.

(v) Name, address, email address, telephone and fax number for the contact person authorized to communicate and negotiate on behalf of the Proponent.

(vi) List any outstanding disputes or business relationships between the Proponent and any of the following entities (if none, please affirmatively state as such):

(A) MARTA;
(B) The United States Department of Transportation;
(C) Federal Transit Administration;
(D) Georgia Department of Transportation;
(E) Clayton County Government,
(F) DeKalb County Government
(G) Fulton County Government;
(H) Government of the City of Atlanta; and
(I) Any other relevant agencies and organizations.

Describe any other outstanding disputes involving the Proponent which MARTA should be made aware.

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(f) Specialized Experience in Required Discipline: The Proponent should describe the experience it has providing the services defined by Exhibit A. Proponent should highlight any experience it has working with federal, state and local governments, quasi- governmental entities and/or public agencies/authorities, specifically public transit agencies. Describe any previous experience Proponent has with architectural services with organizations of similar size as MARTA and with similar requirements for regulatory compliance with federal, state, and local laws. [Five (5) Page Limit]

(g) Project Monitoring and Control: The Proponent should describe the method(s) it plans to use to monitor and control the cost and schedule of this project. Proponent should provide evidence that it (and Proponent's individual team members) have had to provide Project Monitoring and Control on similar projects (if none, please affirmatively state as such). Please discuss how Proponent has prevented project delays and cost overruns on previous projects. [Five (5) Page Limit]

(h) Qualifications and Experience of Key Personnel: Proponent should identify and provide a resume for its proposed project manager and alternate project manager that will have day-to-day responsibility for the delivery of services under the Contract. MARTA is expecting that Proponent's project manager will be MARTA's single point of contact during the term of the Contract. Resumes shall contain the minimum information required by Part II, Section 2(e)(ii) of this Procurement. [Two (2) Page Limit]

(i) Organizational/Management Concept and Project Execution: Proponent should describe its anticipated internal project delivery process to include project definition, Qualification Statement preparation, project staffing, work execution (field and office), project communication, and preparation and review of deliverables**.** [Two (2) Page Limit]

(j) Effective Quality Assurance Program and Configuration Management Program: Proponent should describe its Quality Assurance Program and Configuration Management Program and how they will be utilized for this project. The Quality Assurance Program requirements should be based on the current ISO 9001 Standard and the Configuration Management Program requirements should be based on the current ISO 10007 Standard. [Five (5) Page Limit]

(k) Professional References: Each Proponent **should** submit a minimum of three (**3)** references from Proponent's clients (including name of client, name of venue, and contact information) regarding completed projects where Proponent, as prime consultant, delivered services similar to those contemplated by Exhibit A attached to the Contract. Proponent acknowledges and agrees that MARTA may contact any of the clients provided in response to this solicitation. Additionally, Proponent acknowledges and agrees that MARTA may, in its sole discretion, include itself as a reference if Proponent has previously performed work for MARTA, even if Proponent did not identify MARTA as a reference. [Two (2) Page Limit]

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3. **Exceptions to RFQ**: Proponent **shall** list any deviation(s), exception(s), or variation(s) to: the terms and conditions of this solicitation, the terms and conditions of any attachment(s) to this solicitation, the terms and conditions of any addendum to this solicitation, and, the terms and conditions of the proposed contract. The section of Proponent's proposal containing any such deviation(s), exception(s), or variation(s) shall be clearly labeled "**Exceptions to RFQ**". If a Proponent fails to note a deviation, make an exception, or list a variation to the terms and conditions of this solicitation, any attachment(s), or addenda to this solicitation, or the terms and conditions of the proposed contract, it shall be deemed as an express waiver by that Proponent of such deviation, exception, or variation. **MARTA will not accept or review any deviation(s), exception(s), or variation(s) after the Proponent's proposal has been received by MARTA.**

4. **Financial Information:** Given the nature of this project, MARTA needs to understand the Proponent's financial capability to undertake and successfully complete this project. Proponents should provide the following:

   (i) Audited financial statements or tax filings for the past three (3) years (i.e., 2023, 2024 and 2025). If Proponent's current year's audited financial statements or tax filings are not yet complete, Proponent may provide either audited financial statements or tax filings for 2022, 2023 and 2024, as well as unaudited summary statements for the most recent year.

   (ii) The statements should include each of the following at a minimum:
   (A) Balance sheet;
   (B) Income statement; and
   (C) Statement of change in financial position, if any.

   (iii) The names and phone numbers of references for each of the following:
   (A) Two (2) commercial banks; or
   (B) Two (2) institutional partners; or
   (C) One commercial bank and one institutional partner.

   (iv) Terms and conditions of any significant contingent liabilities, such as guaranteed loans or other obligations which could affect the ability of Proponent to obtain financing for this project.

   (v) **ANY FINANCIAL STATEMENTS THAT PROPONENT DEEMS TO BE CONFIDENTIAL SHOULD BE MARKED AS PROPRIETARY.**

   NOTE: If the Proponent is a partnership, joint venture or newly formed entity (e.g., limited liability company or corporation), the minimum requirements set forth throughout the procurement **must** be satisfied by the entity or individual(s) that own and control a majority equity interest (i.e., at least 51%) of the partnership, joint venture or newly formed entity.

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PART III
SUBMITTAL FORMS

1. Illegal Immigration Reform and Enforcement Act Affidavit (Form 1)
2. Contractor Affidavit (Form 1a)
3. Subcontractor Affidavit (Form 1b)
4. Sub-Subcontractor Affidavit (Form 1c)
5. Acknowledge Addenda (Form 2)
6. No Conflicts of Interest (Form 4)
7. List of Proposed Subcontractors (Form 5)
8. Proponent Qualification and Business Reference (Form 6)
9. Certification of Primary Participant Regarding Debarment, suspension and Other-Responsibility Matters (Form 7)
10. Certification of Lower-Tier Participant Regarding Debarment, Suspension and Other-Ineligibility and Voluntary Exclusion (Form 8)
11. Certification Regarding Lobbying (Form 9)
12. Disclosure of Lobbying (Form 10)
13. Appendix A: Corporate Compliance & Engagement Requirements

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FORM 1

Illegal Immigration Reform and Enforcement Act Forms

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. ("IIREA"). Proponents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Proponents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Proponents in complying with the requirements of MARTA's procurement process and the terms of this Procurement.

. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Qualification Statement prior to the Qualification Statement deadline.

. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.

. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself (see Example 1 below). Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (see Example 2 below).

Example 1: ABC, Inc. and XYZ, Inc. form and submit a bid/Qualification Statement as TransitService, LLC. TransitService, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of TransitService, LLC which includes the Federal Work Authorization User ID Number issued to TransitService, LLC.

Example 2: ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a bid/Qualification Statement under the name TransitService, JV. If, based on the nature of the JV agreement, TransitService, JV is not required to obtain an Employer Identification Number from the IRS. The bid/Qualification Statement submitted by TransitService, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit. All Contractor Affidavits must be notarized.

. Subcontractor and sub-subcontractor affidavits are not required at the time of bid/Qualification Statement submission, but will be required at or prior to Contract execution or in accordance with the timelines set forth in IIREA.

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FORM 1a

Contractor Affidavit

O.C.G.A. § 13-10-91(b)(1)

By executing this Contractor Affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: Metropolitan Atlanta Rapid Transit Authority

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on_____,_____, 20__ in_____(city),_____(state)

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE

ME ON THIS THE___, DAY OF_____, 20_____

_____

NOTARY PUBLIC

My Commission Expires: _____

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FORM 1b

Subcontractor Affidavit

O.C.G.A. § 13-10-91(b)(3)

By executing this Subcontractor Affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor:_____

Name of Project: _____

Name of Public Employer: Metropolitan Atlanta Rapid Transit Authority

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on_____,_____, 20__ in_____(city),_____(state)

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE____, DAY OF_____, 20_____

_____

NOTARY PUBLIC

My Commission Expires: _____

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FORM 1c

Sub-subcontractor Affidavit

O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for_____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of MARTA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A.§13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Sub-Subcontractor: _____

Name of Project: _____

Name of Public Employer: Metropolitan Atlanta Rapid Transit Authority

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on_____,_____, 20__ in_____(city),_____(state)

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE

ME ON THIS THE___, DAY OF_____, 20_____

_____

NOTARY PUBLIC

My Commission Expires: _____

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FORM 2

ACKNOWLEDGMENT OF ADDENDA

Each Proponent must complete and submit an acknowledgement with its Qualification Statement that it has received all Addenda issued by MARTA for this solicitation. If none were issued check the box next to the word "NONE" below. This form has been included and may be used to satisfy this requirement.

NONE [ ]

1._____**;**
2._____**;**
3._____**;**
4._____**;**
5._____**;**
6._____**;**
7._____**;**
8._____**;**
9._____**;**
10._____**; and**
11._____**.**

Date:_____**, 20**_____	**Date:**_____**, 20**_____
Corporate Proponent or Respondent: [Insert Corporate Name]	**Non-Corporate Proponent or Respondent: [Insert Proponent Name]**
By:_____	**By:**_____
Print Name:_____	**Print Name:**_____
Title:_____	**Title:**_____
Corporate Secretary/Assistant Secretary (Seal)	**Notary Public (Seal)** **My Commission Expires:**_____

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FORM 4

NO CONFLICT OF INTEREST

Except as may be identified and explained below, the undersigned hereby certifies that (a) no member of the Board of Directors, officer, and employee of the Metropolitan Atlanta Rapid Transit Authority, (b) no elected, appointed, and employed official or employee of the State of Georgia and of a governing body, instrumentality, or political subdivision within the territory comprising the Counties of Fulton, DeKalb or Clayton, Georgia, and (c) no relative of any persons described above, (d) no member of and delegate to the Congress of the United States has an interest whatsoever in Proponent's organization and in the proceeds of a Contract and agreement which might be made between Proponent and the Metropolitan Atlanta Rapid Transit Authority as a result of the Qualification Statement, quote, bid and/or qualification statement accompanied by this certification, and (e) no person who is or who during the past six (6) months has been a member of the Board of Directors, an officer, or an employee of the Metropolitan Atlanta Rapid Transit Authority is employed by or on behalf of the Proponent's organization.

The undersigned certifies that he/she is legally authorized by the Proponent to make the above representation, and that the representation is true to the best of his/her knowledge and belief and without deliberate omission of any inquiry which would to the best of his/her belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may disqualify the Proponent from being awarded the Contract and future work by MARTA.

_____

_____

_____

NOTE: THIS CERTIFICATION MUST BE COMPLETED, SIGNED AND SUBMITTED TO MARTA.

Signature _____

Print Name _____

Title_____Telephone #: (_____)_____

Name of Proponent Company _____

Address _____

_____

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FORM 5 - LIST OF PROPOSED SUBCONTRACTORS

1. NAME: _____

   ADDRESS: _____

   TELEPHONE NUMBER: _____

   SUBCONTRACT EFFORT: _____

   AGE OF FIRM:_____YEAR(S)_____MONTH(S) ❑ DBE ❑ NON-DBE

   ANNUAL GROSS RECEIPTS OF FIRM:

   ❑ $0 - $99,999 ❑ $100,000 - $499,999 ❑$500,000 - $999,999 ❑$1,000,000 - $4,999,999

   ❑ $5,000,000 - $9,999,999 ❑$10,000,000 - $14,999,999 ❑$15,000,000 – 24,999,999

2. NAME: _____

   ADDRESS: _____

   TELEPHONE NUMBER: _____

   SUBCONTRACT EFFORT: _____

   AGE OF FIRM:_____YEAR(S)_____MONTH(S) ❑ DBE ❑ NON-DBE

   ANNUAL GROSS RECEIPTS OF FIRM:

   ❑ $0 - $99,999 ❑ $100,000 - $499,999 ❑$500,000 - $999,999 ❑$1,000,000 - $4,999,999

   ❑ $5,000,000 - $9,999,999 ❑$10,000,000 - $14,999,999 ❑$15,000,000 – 24,999,999

3. NAME: _____

   ADDRESS: _____

   TELEPHONE NUMBER: _____

   SUBCONTRACT EFFORT: _____

   AGE OF FIRM:_____YEAR(S)_____MONTH(S) ❑ DBE ❑ NON-DBE

   ANNUAL GROSS RECEIPTS OF FIRM:

   ❑ $0 - $99,999 ❑ $100,000 - $499,999 ❑$500,000 - $999,999 ❑$1,000,000 - $4,999,999

   ❑ $5,000,000 - $9,999,999 ❑$10,000,000 - $14,999,999 ❑$15,000,000 – 24,999,999

4. NAME: _____

   ADDRESS: _____

   TELEPHONE NUMBER: _____

   SUBCONTRACT EFFORT: _____

   AGE OF FIRM:_____YEAR(S)_____MONTH(S) ❑ DBE ❑ NON-DBE

   ANNUAL GROSS RECEIPTS OF FIRM:

   ❑ $0 - $99,999 ❑ $100,000 - $499,999 ❑$500,000 - $999,999 ❑$1,000,000 - $4,999,999
   ❑ $5,000,000 - $9,999,999 ❑$10,000,000 - $14,999,999 ❑$15,000,000 – 24,999,999

(use additional sheet

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FORM 6

QUALIFICATIONS AND BUSINESS REFERENCES

Name of Respondent:		
Principal Office Address		
	State:	Zip Code:
Telephone Number	( )	Fax Number: ( )
Social Security Number (if Individual)		
Federal ID Number		
DUNS Number		

1. Are you registered to do business in Georgia? Yes □ No □
   Business Classification: _____

2. Is your company licensed to do Business in the State of Georgia? Yes □ No □
   Business License Number: _____

3. Please mark the appropriate classification of your organization.

Individual □	Partnership □	Corporation □
Limited Liability Company □	Joint Venture □	

   Please identify the State which your organization is incorporated. _____

   If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of Incorporation; if a joint venture, list names and addresses of ventures and, if any venture is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, and joint venture.

   _____

   _____

   _____

4. How many years has your organization been in business under your present business name?____yrs.

5. How many years of experience has your organization had in work similar to the work of this Contract?

   (a)As a prime contractor? _____

   (b) As a subcontractor? _____

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6. (A) List all the contracts which your organization has completed during the last 5 years which demonstrate the qualifications to perform the work of this Contract. (For joint venture work, show the sponsoring individual or company.) ***Use additional sheet(s), using the same format (s) below as needed.***

Customer Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:

Customer Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:

(B) Please utilize the space below to provide contact information for previous clients, which your firm has provided services of similar size and scope. List clients which you have performed work during the past three (3) years.

Organization Name:		
Contact Person Name:		
Contact Number:		Email Address:
Address:		
City:	State:	Dates/Period of Service:
Project Name and Service Description:		

Organization Name:		
Contact Person Name:		
Contact Number:		Email Address:
Address:		
City:	State:	Dates/Period of Service:
Project Name and Service Description:		

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7. Have you or your organization, or any officer or partner thereof, failed to complete a contract?

   If so, provide details _____

   _____

   _____

8. In what other lines of business are you financially interested?_____

   _____

   _____

9. Describe the composition of your company's labor force by job classification, including management:

   _____

   _____

   _____

   _____

10. Provide information about the experience of the principal individuals of your present organization.

Individual's Name	Title	Years of Experience	Magnitude and Type of Work

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11. List similar contract work which you have currently underway, or for which you are committed:

Name and Address of Customer	Kind of Contract	Contract Price	Expected Completion Date	Completion Date	Location of Work

12. Reference is hereby made to the following financial institutions as to the financial responsibility of the Respondent:

Name of the Bank:	
Street Address:	
City and State:	
Telephone:	
Contact Name:	

Name of the Bank:	
Street Address:	
City and State:	
Telephone:	
Contact Name:	

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13. Reference is hereby made to the following surety/insurance company or companies as to the financial responsibility and general reliability of the Respondent:

Name of Surety/Insurance Company:	
Street Address:	
City and State:	
Telephone:	
Contact Name: (Person familiar with Respondent's Account)	
Name of Local Agent (if different):	

14. Financial information for last two (2) years:

	Year Ending:	Year Ending:
Total Gross Sales	$	$
Net Profit (Loss)	$	$
Current Assets	$	$
Current Liabilities	$	$
Audited Financial Statements Available?	Yes □ No □	Yes □ No □

15. Is any litigation pending against your organization or has your organization been engaged in any litigation or adversarial proceedings within the last five (5) years? [Check the correct response below:]

Yes □ No □

If the response is yes, please provide a detailed description of each proceeding below:

(Use additional pages if necessary.)

_____

_____

_____

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The undersigned certifies that he is legally authorized by the Respondent to make the statements and representations contained in this form, and represents and warrants that the foregoing information is true and accurate to the best of his knowledge, and intends that the Metropolitan Atlanta Rapid Transit Authority rely thereon in awarding the Contract.

RESPONDENT NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

RESPONDENT MAY USE ADDITIONAL SHEETS IF NECESSARY, TO RESPOND TO ANY QUESTION(S).

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FORM 7

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential Contractor for a major third-party contract), _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____ _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

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FORM 8

CERTIFICATION OF LOWER-TIER PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential subcontractor under a major third-party contract), _____, certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

_____
Date

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FORM 9

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence a member of the Board of Directors, officer, or employee of the Metropolitan Atlanta Rapid Transit Authority, or any elected, appointed, or employed official or employee of the State of Georgia, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, or the amendment or modification of any Federal contract.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the Board of Directors, officer, or employee of the Metropolitan Atlanta Rapid Transit Authority, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award of all subcontracts anticipated to be of a value of $100,000 or more and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____

Title:_____ Telephone No.:_____

Firm or Corporate Name:_____

Address:_____

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FORM 10

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. **Type of Federal Action:**	2. **Status of Federal Action**:	3. **Report Type**:
[ ] a. contract b. grant c. cooperative agreement d. load e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____

Name and Address of Reporting Entity:

[ ] Prime [ ] Subawardee tier _____, if known: Congressional District, *if known*	5. **If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:** Congressional District, *if known*
4. Federal Department/Agency:	7. **Federal Program Name/Description**: CFDA Number *if applicable:*
8. **Federal Action Number**, *if known:*	*9.* Award Amount, *if known:*

10. a. **Name and address of Lobbying Entity**

(if individual, last name, first name, MI): *(Attach Continuation Sheet(s) SF-LLL-A, if necessary*	*b.* **Individuals Performing Services** *(including address if different from No. 10a)* *(Attach Continuation Sheet(s) SF-LLL-A, if necessary*
11. **Amount of Payment** *(check all that apply):* *$ _____[ ] actual [ ] planned*	*13.* **Type of Payment** *(check all that apply):* *[ ] a. retainer* *[ ] b. one-time fee* *[} c. commission* *[ ] d. contingent fee* *[ ] e. deferred* *[ ] f. other, specify: _____*
12. **Form of Payment** *(check all that apply):* [ ] a. cash [ ] b. in-kind; specify: nature_____ value_____	

14. **Brief Description of Services Performed or to be Performed and Date(s) of service, including officer(s), employee(s), or Members contacted, for Payment Indicated in Item 11:***

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: [ ] Yes [ ] No

16. Information requested through this form is authorized by Title 31 U.S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	**Authorized for Local Reproduction Standard Form-LLL**

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APPENDIX A

OFFICE OF CORPORATE COMPLIANCE & ENGAGEMENT REQUIREMENTS

See attached.

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METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
EQUAL OPPORTUNITY
AND
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
FOR
SERVICE CONTRACTS

This document is issued pursuant to *Title VI* and *Title VII* of the *Civil Rights Act* of 1964, as amended, the *Americans with Disabilities Act (ADA) of 1990*, as amended, *Code of Federal Regulations, 49 CFR Parts 26 & 23*.

Part I details the Equal Employment non-discrimination assurance provisions; **Part II** outlines the DBE utilization requirements; and **Part III** requires the Contractor's employment data **(A)** schedule of DBE participation **(B)** and certification **(C).**

PART 1 – Equal Employment Opportunity Assurances

A. The FTA Master Agreement requires all applicants, recipients (MARTA), sub-recipients, and contractors receiving FTA funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance.

   To be eligible for award of a contract pursuant to this solicitation and/or bid, the apparent low Bidder/Contractor will be required to comply with all applicable employment laws, State laws, Federal laws, directives, executive orders, implemented regulations, MARTA Policy, and will fully comply with the same during the entire term of the contract.

B. Federal Nondiscrimination Provisions Pursuant to 49 CFR Part 21 and Title VI of The Civil Rights Act of 1964.

   During the performance of the Contract, the Contractor agrees as follows:

   1. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.

   2. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations.

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3. In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, sub-consultant or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, creed or national origin.

4. The Contractor shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

    a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

    b. Cancellation, termination or suspension of the contract, in whole or in part.

6. The Contractor shall include the sentence immediately preceding paragraph (B.1) and the provisions of paragraph (B.1) through (B.4) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with litigation with a Subcontractor or Supplier, as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PART II - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

A. Disadvantaged Business Enterprise (DBE) Participation Contract Specifications Pursuant to 49 CFR Part 26, and MARTA's DBE Program

1. It is the policy of the US Department of Transportation's 49 CFR Part 26, the Federal Transit Administration and the Authority (MARTA's DBE Program) to ensure a "level playing field" and

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foster equal opportunity for Small and Disadvantaged Business Enterprises businesses. In this regard, the Contractor to whom any award of this solicitation is made shall take all necessary and reasonable steps in accordance with this solicitation to ensure that DBEs have a "level playing field" and foster equal opportunity for small businesses. The contractor, sub-recipient or subcontractor shall not discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. The Contractor shall use its best efforts to carry out the DBE policy consistent with efficient performance on the project.

2. Contractors are hereby informed that the Authority will consider the establishment of goals for the participation of DBEs in contracts it awards. Subsequently, any subcontracts awarded by the Contractor successful in this solicitation to firms owned by disadvantaged persons, and to joint ventures of which such firms are a part, are essential to the achievement of the Authority's DBE goal. Therefore, to be considered for award, Contractors must comply with the requirements of this Part II. By submitting his/her bid, each Contractor gives assurance that he/she will meet the Authority's percentage goal target set forth in Parts II.A.3 for participation by disadvantaged business enterprises in the performance of any contract resulting from this solicitation or, as an alternative, that he has made or will make good faith efforts toward meeting the DBE goals, and will demonstrate to the Authority's satisfaction that he/she has made such efforts. Contractors are encouraged to submit with their bids, on the form set in Part III.A, the names, respective scope of work, and the dollar values of each DBE Subcontractor that the Contractor proposes for participation in the contract. In any case, this information shall be submitted within such time as the Authority requires. If the information so submitted indicates that the Authority's goals will not be met, the Contractor shall also submit **Exhibit G**, to show sufficient evidence to the Authority's satisfaction that the Contractor has in good faith made every reasonable effort, in the Authority's judgement, to meet such goals. Examples of efforts that may be appropriate are found in Part II.A.5. If any Contractor fails to submit, within the time stipulated or any extension the Authority may allow, the required information concerning DBE participation, or if, having failed to meet the Authority's goals or fails to demonstrate to the Authority's satisfaction his/her good faith efforts to do so, the Authority may, in its discretion, reject his/her contract.

3. **Disadvantaged Business Enterprise (DBE) Goals.**

   The Authority has established a DBE contract goal of __0____% of the total dollar value of the bid total, including amendments, modifications, options and change orders. Credit towards the DBE goal for a contract shall be limited to the participation of firms performing within the designated NAICS code(s) for which the firms have been certified as a DBE.

4. The Contractor must promptly notify MARTA's Department of Corporate Compliance & Engagement, whenever a DBE subcontractor, performing work related to this contract, is

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being considered for termination or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MARTA's Assistant General Manager, Corporate Compliance & Engagement.

5. Contractors are informed that price alone does not constitute an acceptable basis for rejecting DBE quotes unless the Contractor can demonstrate that no reasonable price can be obtained from a DBE. A Contractor's failure to meet the DBE goal or to show reasonable efforts to that end will, in the Authority's discretion, constitute sufficient grounds for rejecting his/her bid. Such reasonable efforts may include, but are not limited, to some or all of the following:

    a. Attendance at the pre-bid conference if any;

    b. Follow-up of initial solicitations of interest in a timely fashion by contacting DBEs to determine with certainly whether the DBEs are interested;

    c. Efforts made to select portions of the work (including, where appropriate, breaking down contracts into economically feasible units) proposed to be performed by DBEs in order to increase the likelihood of achieving the DBE goals;

    d. Efforts to negotiate with DBEs for specific subcontracts, including at a minimum:

        (i) The names, addresses, and telephone numbers of DBEs that were contacted;

        (ii) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and

        (iii) A detailed statement of the reasons why additional prospective agreements with DBEs, needed to meet the stated goals, were not reached;

    e. Advertisement in general circulation media, trade association publications and disadvantaged-focus media for a reasonable period before bids are due;

    f. Notification, in writing, to a reasonable number of specific DBEs that their interests in specifically delineated contract work is solicited, in sufficient time to allow the DBEs to participate effectively;

    g. Concerning each DBE the Contractor contacted but rejected as unqualified, the reasons for the Contractor's conclusion;

    h. Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding, lines of credit, or insurance required by the Contractor or the Authority;

AE50793 Planning and Preliminary Engineering Services

i. Designation, in writing, of a liaison officer who administers the Contractor's disadvantaged business enterprise utilization program;

j. Expansion of search for DBEs to a wider geographic area than the area in which the Contractor generally seeks Subcontractors, if use of the customary solicitation area does not result in meeting the goals by the Contractor; and

k. Utilization of services of available disadvantaged community organizations; disadvantaged Contractors' groups; local, state, and federal business technical assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

6. **Disadvantaged Business Enterprise** means a for profit small business concern owned and controlled by a socially and economically disadvantaged individual or individuals. For purposes of this definition:

a. Small business size standards vary by type of industry. Contractors should refer to 13 CFR, Part 121, for current standards. DBEs will be considered ineligible and will be graduated from the disadvantaged enterprise program if their average annual gross receipts over the preceding three fiscal years exceed $**31.84** million.

b. All applicants must demonstrate social and economic disadvantage (SED) affirmatively based on their own experiences and circumstances within American society, and without regard to race and sex. (i) To satisfy the SED requirement and ensure all determinations of disadvantage are not based in whole or in part on race or sex, an owner must provide the certifier a Personal Narrative (PN) that establishes the existence of disadvantage by a preponderance of the evidence based on individualized proof regarding specific incidents of economic hardship, systemic barriers, and denied opportunities that impeded the owners progress or success in education, employment or business, including obtaining financing on terms available to similar situated, non-disadvantaged persons. (ii) The PN must state how and to what extent the impediments caused the owner economic harm, including a full description of type and magnitude, and must establish the owner is economically disadvantaged in fact relative to similarly situated non-disadvantaged individuals. (iii) The owner must attach to the PN a Personal Net worth statement and any other financial information he considers relevant.

c. Any group or individual may, upon a proper showing, be found to be socially and economically disadvantaged.

d. Owned and Controlled means a business (i) which is at least 51 per cent owned by one or more disadvantaged persons or women or, in the case of a publicly owned business, at least 51 per cent of the stock of which is owned by one or more disadvantaged persons or women, and (ii) whose management and daily business operations are controlled by one or more such individuals.

e. The definition of a disadvantaged business enterprise is in Part II.A.6 based upon DOT regulation 49 CFR Part 26 as amended. The Contractor agrees to abide by this DOT regulation and any subsequent amendments thereto affecting the foregoing definition.

7. The Contractor may rely on written representation by Subcontractors regarding their status as disadvantaged business enterprises in lieu of an independent investigation, however:

   a. Prior to award of this contract, as requested by the Authority, Contractors shall cause joint ventures involving disadvantaged businesses to submit, through the Contractor, appropriate certification to the Authority as shown in the Disadvantaged Business Disclosure Requirements (Exhibit E). On the basis of the disclosure and any other relevant information, should the Authority determine any firm to not be a legitimate DBE, Contractors shall be permitted to substitute bona fide DBEs for the Authority's consideration.

   b. After bid deadline and during contract performance, Contractors are required to make every reasonable effort to replace a DBE Subcontractor that is unable to perform successfully, with another DBE. Prior to substituting a DBE which is not performing satisfactorily, the Contractor shall seek written approval from Corporate Compliance & Engagement. Corporate Compliance & Engagement shall approve all prior substitutions, in writing, in order to ensure that the substitutions of firms are bona fide DBEs.

   c. In the event of the Contractor's non-compliance with the disadvantaged business requirements of the contract, the Authority shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

      (i) Withholding of payments to the Contractor until the Contractor complies, and/or

      (ii) Cancellation, termination or suspension of the contract, in whole or in part.

8. For the information of Contractors, Exhibit F outlines the Authority's rules, guidelines and criteria for (a) making determinations as to the legitimacy of DBEs (b) ensuring that contracts are awarded to Contractors that meet DBE goals, and (c) counting DBE participation toward DBE goals.

9. The Contractor shall cooperate with the Authority's Assistant General Manager, Corporate Compliance & Engagement, or a designee in any reviews of the Contractor's procedures and practices with respect to disadvantaged business enterprises which the Assistant General Manager, Corporate Compliance & Engagement, or designee may from time-to-time conduct.

B. DBE Reporting and Recordkeeping Requirements.

1. The Contractor shall submit monthly reports of contracting with DBEs in such form and manner and at such time as prescribed by the Authority, (available online at

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https://marta.diversitysoftware.com/?TN=marta) currently required to be submitted within ten (10) calendar days following the end of each calendar month. Any failure to submit this report within ten (10) days of the end of a month as specified by MARTA, could potentially cause a delay in future progress payments.

2. The Contractor and Subcontractors shall permit access to their books, records, and accounts by the Federal DOT or the Federal Transit Administration and the Authority's Assistant General Manager, Corporate Compliance & Engagement, or a designated representative, for purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion, which is readily accessible to the Authority for a minimum of three years following completion of the contract.

3. To ensure that all obligations under any contract awarded as a result of this bid solicitation are met, the Authority will conduct periodic reviews of the Contractor's DBE involvement efforts during contract performance. The Contractor shall bring to the attention of Corporate Compliance & Engagement any situation in which regularly scheduled progress payments are not promptly made to DBE Subcontractors. Prompt payments to DBEs are a requirement of 49 CFR Part 26 and are subject to interest charges, when not made within ten (10) days of the Authority paying the Prime Contractor.

C. Miscellaneous Requirements

1. The Contractor is encouraged to use banking institutions owned and controlled by socially and economically disadvantaged individuals in the community. The Federal requirement states that deposits in banking institutions are not to be considered toward fulfillment of the DBE goals.

2. **Subcontractor/Sub-Consultant/Supplier Agreements.** After Contract Award, the Contractor will be required to submit copies of signed subcontract agreements with all subcontractors and sub-recipients to be used to the Assistant General Manager, Corporate Compliance & Engagement, or his/her designee for review and approval. All subcontract agreements shall denote the Contract Assurance clause 49 CFR Part 26.13; the name of the person authorized to sign for the Subcontractor; the date on which the subcontract agreement was signed; the names of witnesses required; the scope of work and compensation for services rendered; and the beginning and ending date for the tasks assigned to the subcontractors. The Authority will not allow any subcontractor or sub-recipient to perform any work under the Contract unless its subcontract agreement(s) has been received at least ten (10) days prior to commencement of the subcontractor’s and sub-recipient’s work. The subcontractor and sub-recipient agreement shall contain language governing how the subcontractor will be paid that mirrors how MARTA will pay the prime in those instances where work is delayed because of terroristic, color coded alerts issued by Federal Homeland Security.

3. **Prompt Payment and Retention for Subcontractors/Sub-Consultant/Suppliers.** It is the policy of the Authority that prompt payment is made to all subcontractors. **Each subcontract**

the prime contractor signs with a subcontractor must include the following assurance: The Contractor is required to pay subcontractors for satisfactory performance of their contracts within ten (10) days after the Authority has paid the Contractor for such work. The Contractor shall not require retainage of subcontractors that is greater than the retainage required of the Contractor by the Authority. In addition, the Contractor must return any retainage payments to those subcontractors within fourteen (14) days after the subcontractor's work related to this contract is satisfactorily completed; or any retainage payments after incremental acceptance of the subcontractor's work by MARTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The Contractor's failure to pay subcontractors, as provided herein, shall be a material breach for which the Authority may cancel the Contract. In addition, 49 CFR 26.29 cites that all progress payments not promptly processed by the prime within specified time limits (i.e. 10 days from receipt of payment by MARTA) may result in other penalties. The Contractor shall not delay or postpone payment to a subcontractor without prior written approval from the Assistant General Manager, Corporate Compliance & Engagement.

4. **Prompt Payment and Retention for Lower Tier Contractors/Sub-Consultants/Suppliers.** It is the policy of the Authority that prompt payment is made to all lower tier contractors. **Each lower-tier contract the subcontractor signs with a lower-tier contractor must include the following assurance:** The Subcontractor is required to pay the lower tier contractors for satisfactory performance of their contracts within ten (10) days after the Prime has paid the Subcontractor for such work. The subcontractor shall not require retainage of the lower tier contractors that is greater than the retainage required of the Contractor by the Authority. In addition, the Contractor must return any retainage payments to the lower tier contractors within fourteen (14) days after the lower tier contractor's work related to this contract is satisfactorily completed; or any retainage payments after incremental acceptance of the lower tier contractor's work by the Prime and Subcontractor's receipt of the partial retainage payment related to the lower tier contractor's work.

   The subcontractor's failure to pay the lower tier contractor, as provided herein, shall be a material breach for which the Prime may cancel the subcontract. In addition, 49 CFR 26.29 cites that all progress payments not promptly processed by the prime within specified time limits (i.e. ten (10) days from receipt of payment by MARTA) may result in other penalties. The Subcontractor shall not delay or postpone payment to the lower tier contractor without prior written approval from the Assistant General Manager, Corporate Compliance & Engagement.

5. **Arbitration.** The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes, and the process for requesting the termination of a DBE. The Contractor must promptly notify The Authority in writing when a DBE subcontractor performing work related to this contract is in danger of termination for cause or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Before transmitting to MARTA its written request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided

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to MARTA prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise MARTA of why it objects to the proposed termination **(the five-day period may be reduced if the matter is one of public necessity, e.g., safety).** The Contractor may not terminate any DBE subcontractor, and the Contractor may not perform that work through its own forces or those of an affiliate without prior written consent of the Assistant General Manager, Corporate Compliance & Engagement

6. Upon receipt of the Administrative Notice to Proceed and prior to Site Notice to Proceed, the contractor must submit a schedule of work indicating scope of work for each subcontractor and the time frame in which it is anticipated that this work will be performed.

7. The Contractor must provide MARTA's Corporate Compliance & Engagement with the name and contact information for the EEO/DBE officer who will be responsible for all matters pertaining to Equal Employment and DBE participation for the duration of the contract. During the term of the contract, the contractor's EEO/DBE officer will be responsible for the completion and submission of all monthly reports to MARTA's Corporate Compliance & Engagement. In addition, the EEO/DBE officer will also be responsible for serving as the Contractor's liaison for all matters pertaining to DBE firms participating on the contract, including but not limited to, payment and performance issues, substitutions, etc.

8. **Contract Compliance.** The Contractor shall comply with all Davis Bacon, Americans with Disabilities Act (ADA), employment laws, Disadvantaged Business Enterprise (DBE) laws, Executive Orders, and regulations. Corporate Compliance & Engagement shall provide technical assistance to contractors on their compliance obligations; identify instances of non-compliance, and the implementation of timely and effective remedies to address non-compliance.

9. The contractor shall establish and maintain policies that provide opportunities for the full utilization and trade/skill-improvement opportunities to assure the increased participation of disadvantaged persons on their projects.

10. The contractor shall fully comply with Federal laws, directives, executive orders and implemented regulations for the duration of this contract. The Contractor shall display, on a bulletin board in the job site trailer in an accessible and visible location, posters that provide Federal information pertaining to safety (OSHA), wage and hour (Davis Bacon), employment laws, and Americans with Disability Act (ADA).

11. The contractor shall provide the Corporate Compliance & Engagement their full cooperation and support during the performance of this contract.

D. Civil Rights Requirements

The Contractor agrees to comply with all applicable Civil Rights Statutes, Federal Transit and local Laws, Executive Orders, implementing regulations, applicable requirements and subsequent amendments.

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Pursuant to 49 CFR § 26.13, each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The [contractor, sub recipient or subcontractor] shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

PART III – EEO STATISTICAL DATA FOR PRIME CONTRACTORS

A. Employment Data

The Bidder shall provide an EEO-1 form or the following information pertaining to its workforce. If the Bidder has an Atlanta-area workforce, it should be shown; if the Contractor does not have an Atlanta-area workforce, total permanent workforce should be shown.

JOB CATEGORIES	ALL EMPLOYEES			TOTAL MINORITY EMPLOYEES									
				MALES					FEMALES				
	TOTAL MALES AND FEMALES	MALES	FEMALES	WHITE	BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	WHITE	BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC
Officers													
Managers													
Supervisors													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftsman (skilled)													
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
Apprentices													
TOTALS													

The above reflects (check one): ☐ Atlanta-area workforce ☐ Total permanent workforce (outside Atlanta area)

*

signed by an authorized company official **Date**

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PART III – PRIME CONTRACTOR'S ASSURANCES

B. SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Contract Name: _____

As specified in Part II of these EEO/DBE specifications, Contractors are to present the details of disadvantaged business participation below.

Name of Disadvantaged Business Enterprise	Point of Contact: Name/Phone /E-mail/Address	Type of work and contract item or parts thereof to be performed	Projected commencement & completion date of work	* Agreed Upon Price w/ DBEs
*Dollar value of each DBE agreement may only be listed in the "Agreed Upon Price" columns; total of the column is to at least equal the DBE goals.			**Total**	

C. CERTIFICATION

The undersigned certifies that he/she has read, understands, and agrees to be bound by Parts I, II, and III of this section, including the accompanying Exhibits, regarding DBE and Equal Opportunity assurances and the other terms and conditions of the Invitation for Bids. The undersigned further certifies that he/she is legally authorized by the Contractor to make the statements and representations in this Part III and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with DBE(s) (which are otherwise deemed by the Authority to be technically responsible to perform the work) listed in this Part III B, for the work listed in Part III B at the price(s) set forth in Part III B conditioned upon the contractor executing a contract with the Authority. The contractor must promptly notify the Authority when a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Before transmitting to MARTA its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to MARTA prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise MARTA of why it objects to the proposed termination **(the five-day period may be reduced if the matter is one of public necessity, e.g., safety).** The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Assistant General Manager, Corporate Compliance & Engagement The undersigned understands and agrees that if any of the statements and representations are made by the Contractor knowing them to be false, or if there is a failure of the successful Contractor to implement any of the stated agreements, intentions, objectives, goals, commitments, and substitutions set forth herein without prior approval by the Assistant General Manager, Corporate Compliance & Engagement, or a designee, then in any of such events the Contractor's act or failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such remedy as MARTA deems appropriate.

Print Name: _____ Signature: _____ Date of Signing: _____

Title: _____ Firm or Corporate name: _____ Telephone: _____ Fax: _____

Address: _____

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PART 4
FORM OF CONTRACT

See attached.

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CONTRACT NO. AE50793

PLANNING AND PRELIMINARY ENGINEERING SERVICES

This Planning and Preliminary Engineering Services ("Contract") is entered into and made effective on and as of _____ ("Effective Date") by and between the Metropolitan Atlanta Rapid Transit Authority ("MARTA") and the _____, a ____ _____ ("Contractor"). MARTA and Contractor are collectively referred to herein as the "Parties" and each, individually as a "Party".

Contract Name: Planning and Preliminary Engineering Services	Contract No: AE50793
Contractor: _____	MARTA Department: Infrastructure
Address: _____ _____ _____	Address: MARTA 2424 Piedmont Road, NE Atlanta, Georgia 30324-3330
Phone: _____	Phone:_____
Email:_____	Email:_____
Contractor's Authorized Representative: _____ (or his or her designee(s))	MARTA's Authorized Representative: _____ (or his or her designee(s))

1. **SERVICES**.

(a) Service. Subject to the terms and conditions set forth herein, Contractor shall perform the services described in the statement of work attached hereto as **Exhibit A** ("Statement of Work," "Scope of Work," "Scope of Services," "Work" or "Services"). The Contractor acknowledges and agrees that this Contract is non-exclusive and the Services to be performed hereunder may be performed on a non-exclusive basis in MARTA's sole discretion. The Contractor shall perform the Services when ordered from time to time by MARTA or as stipulated in the Statement of Work. Contractor will be responsible for the cost of, obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Contractor in performing Services and complying with this Contract.

(i) Work. All of the Contractor's work shall be as authorized by MARTA under work orders, each of which shall have a discrete and separate scope of work, schedule and time of performance and compensation limit ("Work Order(s)"). Each Work Order shall become a part of this Contract and be affixed thereto once the parties have agreed to the Work Order and its terms in writing on the Work Order. Work Orders may be amended from time to time in accordance with the terms of this Contract and shall be in writing and executed by both

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parties prior to Contractor beginning any work under an amended Work Order. Contractor acknowledges and agrees that MARTA will issue Work Orders in compliance with the terms of this Contract and the Work Order Procedures (attached hereto as **Exhibit C)**.

(ii) Subcontracts. The Contractor may retain subcontractors in furtherance of the services required in a specific Work Order. Contractor agrees that it must receive MARTA's written approval prior to retaining any subcontractors to perform any of the Work or services set forth in any Work Order. Contractor acknowledges and agrees that any contracts between Contractor and a subcontractor shall include all of the terms and conditions imposed on the Contractor by this Contract (and any specific Work Order[s]).

(iii) Arrangement not Exclusive. The Contractor acknowledges and understands that the Authority may employ other contractors and/or consultants to perform the same or similar work, as determined in the Authority's sole discretion.

(iv) Inspection of the Work. MARTA shall have the right, but not the duty, to inspect, at any reasonable time (and from time to time) during performance or after completion, each and any phase of field or office work. MARTA will make such periodic inspections as it may deem necessary or desirable, and may issue such special instructions to the Contractor as it may deem necessary in order to ensure satisfactory progress as required by the Contract, and compliance with other terms and conditions of the Contract; provided, however, that MARTA shall not supervise or control the Contractor's officers, servants, agents, or employees who are engaged in performance of the work under the Contract, and shall not be responsible for such supervision or control. This provision does not modify, in any way, responsibilities pursuant to the indemnity provisions of this Contract.

(b) Contractor Costs. Unless otherwise expressly provided in this Contract (or a specific Work Order), all materials, equipment, software, facilities and labor required for the proper performance of the Services shall be furnished by and be under the sole direction and control of Contractor and at Contractor's sole expense. Contractor shall be responsible, at its sole cost, for procuring and using such resources in a professional manner at no additional cost to MARTA.

(c) Removal of Employees Assigned to MARTA Contract. Within a reasonable period, but not later that seven (7) days after Contractor's receipt of notice from MARTA that the continued assignment to this Contract of any Contractor Employees is not in the best interests of MARTA or may create a conflict of interest (in MARTA's sole determination), Contractor shall remove such Contractor Employee(s) from providing services under this Contract. Contractor will not be required to termi-

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nate the employment of such individual. Contractor will assume all costs associated with the replacement of any Contractor Employees. In addition, Contractor agrees to remove from this Contract any Contractor Employees who have engaged in willful misconduct or have committed a material breach of this Contract immediately after Contractor becomes aware of such misconduct or breach and notify MARTA of the same. For purposes of this Contract, the term "Contractor Employee(s)" shall mean all of Contractor's employees, contractors, subcontractors, agents, including, without limitation, the employees, contractors, subcontractors, agents of Contractor's partners or joint venture partners and any other individuals or entities providing any of the Services set forth in the Contract under the color of Contractor's authority.

(d) Representatives of the Parties.

(i) Contractor Authorized Representative. Contractor designates the person(s) named herein above as its Contractor Authorized Representative ("Contractor Authorized Representative") who shall: (a) be an employee within Contractor's organization, with the information, authority and resources available to properly coordinate Contractor's responsibilities under this Contract; (b) serve as primary interface and the single-point of communication for the provision of Services by Contractor; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

(ii) MARTA Authorized Representative. MARTA designates the person(s) named herein above as its MARTA Authorized Representative(s) ("MARTA Authorized Representative") who shall: (a) serve as primary interface and the primary point(s) of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Contract; and (c) to the extent provided under applicable law (and the policies and procedures of MARTA) as the same may change from time to time, have the authority to direct any additional documents or changes on behalf of MARTA

(iii) Technical Representative. MARTA and the Contractor shall each designate a Technical Representative to provide for the orderly and timely execution of the work pursuant to this Contract. Assessment of the quantity and quality of Services provided, adjustment of daily work schedules, technical direction, technical interpretation, resolution of technical questions, and other technical activities and correspondence shall be made by and between the Technical Representatives. Any assessment, adjustment, direction, interpretation, correspondence, or other activity made by and between the Technical Representatives shall be in compliance with the provisions of this Contract.

MARTA and the Contractor shall each notify the other party in writing of the

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persons designated as the Contractor Authorized Representative, MARTA Authorized Representative, and/or Technical Representative shall change during the term of this Contract, and such designations shall remain in effect until a written Notice of Revocation is given to the other party.

2. **TERM**. The term of this Contract shall commence on the Effective Date and expire **five (5)** years thereafter.

3. **OPTIONS**. Reserved

4. **SPECIAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that in the event of a conflict between the terms and conditions contained in **Exhibit B** and the balance of the Contract, the terms and conditions set forth in **Exhibit B** shall control**.**

5. **TIME OF PERFORMANCE**.

(a) General. Timely performance of all work assigned hereunder is a material term of this Contract. All of the Services shall be accomplished by the Contractor as part of specific written Work Orders. The work of the Contractor under each Work Order shall commence and be completed within the time of performance specified in each Work Order except that, in the event of authorized delays, the specified time of performance shall be extended by the aggregate of all such authorized delays.

(b) Authorized Delays. A delay in the progress of the work will be considered authorized provided that it is an excusable delay (as defined below) and approved in writing by MARTA. Approval shall neither cover a period longer than that properly attributable to the stated reason nor extend beyond any notice from MARTA to resume work.

(c) Excusable Delays. A delay in the progress of the work will be considered to be excusable only when: (1) it is the result of a Force Majeure event and the Contractor notified MARTA within forty-eight (48) hours of the start of such delay and confirms the same in writing (within five (5) business days) articulating the reason thereof and requesting an extension of time; or (2) the Contractor receives written notice from MARTA directing it to delay progress of all or any part of the Services.

(d) Resumption of Work. The Contractor shall make every effort to resume the work following authorized delays within one (1) business day following cessation of conditions causing the delay or notice from MARTA to resume the work.

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6. **COMPENSATION**.

(a) MARTA shall pay Contractor for the Services actually requested by MARTA pursuant to a fully executed Work Order, which are timely performed by Contractor in accordance with the terms of this Contract (including the terms of the specific Work Order) by Contractor. Except as set forth herein or in a specific Work Order, the Contractor may bill for the Services actually requested and rendered on a monthly basis. Notwithstanding anything to the contrary contained herein, Contractor acknowledges and agrees not to submit an invoice to MARTA if the amount due is less than $500.00, unless it is the final invoice. Each invoice must contain the following information (at a minimum) in order to be processed by MARTA: (A) Contract Number (and, if applicable, Work Order Number); (B) contain a description of the Services rendered; and (C) be sent or delivered to MARTA's Authorized Representative.

The invoices will be in a format approved by MARTA (using MARTA's online invoicing system ["OLIS"]) and will segregate cost by prime and subcontractors, by phase, activity, and sub-activity corresponding to the design Work Plan and will include the status of the current billings compared to established budgets. Except as set forth in **Exhibit C** or elsewhere in this Contract, MARTA will pay the undisputed portions of each invoice that is properly formatted, rendered, and accepted by MARTA within thirty (30) days after MARTA receives such invoice. Contractor agrees that it will pay subcontractors for all work satisfactorily performed within five (5) working days from receipt of payment from MARTA.

(b) Contractor shall perform the Services under this Contract pursuant to and in conformance with Work Orders attached hereto as **Exhibit C**. Subject to Section 6(a) above, MARTA shall pay to the Contractor the compensation specified in the respective Work Order in accordance with Sections 6(b)(i), (ii) and (iii) below, as applicable and as determined for each Work Order issued hereunder.

(i) Lump Sum Compensation. MARTA shall pay to the Contractor the agreed upon sum for each Work Order issued hereunder on a Lump Sum basis. Such compensation will be paid in accordance with a schedule of payment pursuant thereto, if applicable, or based on the Contractor's estimate of the percentage of work completed, subject to MARTA's verification and concurrence.

(ii) Billing Rate Compensation. For each Work Order issued hereunder, MARTA shall pay to the Contractor an agreed upon hourly billing rate for each hour of work actually performed. MARTA and the Contractor shall agree upon an hourly billing rate for each labor category of personnel or for each individual employee engaged in the provision of services. MARTA shall pay these billing rates in lieu of actual wages and salaries and allowance for fringe benefits, overhead and profit. Project-specific expenses shall be reimbursed as defined in

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Section 6(c)(iii) below.

(iii) Cost-Plus Fixed Fee Compensation. Compensation paid on a Cost-Plus-Fixed-Fee basis shall consist of the Contractor's wages and salaries, indirect costs allowable under the Federal Acquisition Regulations, reasonable expenses, and a negotiated fee. Such fee will be negotiated on a Work Order by Work Order basis, based on the risk associated with the Work Order. Negotiated fees for this contract will not exceed ten percent (10%) of direct and indirect labor costs, as negotiated and agreed upon in each Work Order issued hereunder.

(c) Allowable Costs and Fee. The allowable costs and fees are to be derived as follows:

(i) Wages and Salaries. This item is the actual wages and salaries (as verified by certified payroll) paid to personnel of the Contractor while such personnel are engaged directly in the performance of services under this Contract and under an approved Work Order.

(ii) Indirect Costs. This item includes the fringe benefits paid or allocated to personnel whose wages and salaries are reimbursed as defined above, and reimbursement for the Contractor's overhead costs, which include general and administrative expenses incurred during the period of performance of Work Orders under this Contract, all as permitted and allowable under the provisions of the Federal Acquisition Regulations (FAR).

(iii) Project–Specific Reimbursable Expenses. This item includes the actual and reasonable cost to the Contractor of work-related expenses, as defined in the applicable Work Order. In all categories of expenses, the Contractor is directed to minimize costs to every extent practicable, through the use of technology, efficient scheduling of the work, and similar cost saving measures. The Authority reserves the right to refuse to reimburse for expenses it determines to be unnecessary or excessive, or that could have been reduced or avoided through the use of technology or exercise of efficient planning. Reimbursement for work related travel shall be at rates equivalent to or less than those rates published by the U. S. General Services Administration for government travel. The Contractor acknowledges that local personnel should be utilized whenever feasible.

(iv) Fee. For each Work Order issued under the Cost-Plus Fixed Fee compensation model described in Section 6(b), in addition to the cost reimbursement provided for above, MARTA will pay to the Contractor a fee not to exceed ten percent (10%) of the Contractor's direct and indirect labor costs, to allow for the Contractor's profit for the performance of the work. Prior to commencement of the work, a maximum value for the Contractor's Fee shall be agreed upon based on the estimated totals for the Contractor's wages and salaries,

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and indirect costs. The maximum value for the Contractor's Fee shall be set forth in the Work Order, along with the Cost Limitation.

(d) Cost Limitation. Each Work Order issued under Billing Rate or Cost-Plus-Fixed Fee compensation shall have an associated Cost Limitation. Prior to commencement of the work, the Cost Limitation shall be computed based on the Contractor's estimated wages and salaries, indirect costs and work-related expenses.

The Contractor shall use its best efforts to perform the work of each Work Order within the associated Cost Limitation. If at any time the Contractor has reason to believe that the costs which it expects to incur in the performance of the work of a Work Order in the next succeeding thirty (30) calendar days, when added to all costs previously incurred against such Work Order, will exceed seventy-five percent (75%) of the Cost Limitation then set forth, or if at any time the Contractor has reason to believe that the cost to MARTA, exclusive of the Contractor's Fee for the performance of work under a given Work Order, will be greater or substantially less than the associated Cost Limitation, the Contractor shall notify MARTA in writing to that effect within seven (7) business days, giving the revised estimate of cost for the performance of work under the Work Order.

MARTA shall not be obligated to reimburse the Contractor for costs under a specific Work Order incurred in excess of the associated Cost Limitation, and the Contractor shall not be obligated to continue performance of work under the Work Order or to incur costs in excess of the Cost Limitation, unless and until MARTA has notified the Contractor in writing that such Cost Limitation has been increased and has specified in such notice a revised Cost Limitation pertaining to the Work Order. When the Cost Limitation is increased, any costs incurred by the Contractor in excess of the Cost Limitation prior to the increase shall be allowable to the same extent as if such costs had been incurred after the increase.

Any changes issued pursuant to Section 1(a)(ii) of this Contract shall not be considered an authorization to the Contractor to exceed the Cost Limitation set forth in this Contract or for any specific Work Order in the absence of a fully executed contract modification increasing the associated Cost Limitation.

(e) MARTA Imposed Limitation. MARTA will set a Compensation Limit on the costs (e.g., wages and salaries, indirect costs, work-related expenses and fees) that may be incurred in a given fiscal period and will notify the Contractor thereof. The Contractor shall not, without specific prior written authorization from MARTA, incur expenses or perform any services which would result in a total compensation that exceeds said limit unless such authorization has been given. The Contractor agrees to promptly notify MARTA as soon as it has knowledge that the limit may be exceeded. Any resultant delay in the performance of the Work solely caused by the Contractor's at-

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tempt to avoid incurring expenses in excess of the limit shall be treated as an Authorized Delay.

(f) Method of Payment. The parties recognize that at any time during the period of the Contract, the Contractor may be providing Services to MARTA under more than one active and approved Work Order. All Services of the Contractor shall be carefully accounted for and invoiced against the proper Work Order. Consolidated invoices shall be submitted no more often than monthly and shall allocate the costs between and among the various Work Orders, citing the respective Project, Task and Purchase Order Numbers. For Work Orders employing a Cost-Plus Fixed Fee arrangement, payment of the fee authorized by the Work Order shall be in proportion to the payment of direct and indirect costs.

Each invoice shall display the project charging details provided by MARTA for each Work Order. Each invoice submittal shall include a summary spreadsheet showing the total costs previously billed, currently billed, and billed-to-date, and the amounts remaining in the Cost Limitation, Fee or Lump Sum compensation, as applicable, for each Work Order. Invoices shall be supported by labor abstracts and other documentation supporting work- related expenses.

All costs associated with services performed during any monthly period shall be submitted for reimbursement before the end of the following two (2) monthly periods. MARTA shall not be obligated to reimburse the Contractor for costs submitted for reimbursement after the two (2) succeeding monthly periods have lapsed.

(g) Overtime. For cost reimbursable Work Orders (Cost-Plus-Fixed Fee or Billing Rate), the Contractor shall hold to a reasonable and justifiable minimum the use of overtime work which requires payment of premium rates for overtime, Saturday and Sunday, and holiday work, to be reflected in the Contractor's bills to MARTA, by proper and efficient programming of its work. The payment of premium rates, in order to reduce the overall cost of the project will be regarded as justifiable. Otherwise, no such premium rates shall be included in the Contractor's bills unless specifically authorized in writing by MARTA. Overhead shall not be applied to the premium portion of the overtime rate. Indirect costs (hereunder or under any Work Order) shall be compensated by applying a multiplier to the total amount of wages and salaries (excluding the premium portion of any overtime wages and salaries) charged to MARTA. If Contractor is performing work on a Fixed Fee basis the Contractor's Fixed Fee will not be adjusted due to the need for the performance of any overtime work.

(h) Billing Rate Work Order. Hourly Rates shall be negotiated and agreed upon for straight time and overtime for any Billing Rate Work Order where there is a possibility of overtime being required.

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7. **STANDARD OF CARE.** The Contractor warrants that its professional services will be performed using that degree of required skill, care and diligence in the performance of the Services customarily exercised by other duly licensed engineers, architects, health and safety professionals and other licensed professionals performing comparable services under similar circumstances and according to its current description (including, without limitation, any completion criteria) contained in this Contract or the Work Orders issued hereunder. No review of any plans or specifications by or on behalf of MARTA shall to any degree relieve the Contractor from the responsibility to exercise the standard of care set forth herein or from any liability for any failure to meet the obligations set forth in this Contract.

(a) Re-performance. In the event that any of the Services performed by the Contractor hereunder is deficient because of the Contractor's or a subcontractor's failure to perform said Services in accordance with the standard of care set forth herein, MARTA shall report such deficiencies in writing to the Contractor. MARTA thereafter shall have:

(i) The right to have the Contractor re-perform the Work at the Contractor's own expense and subject to the approval of MARTA; or

(ii) The right to have the Work performed by others and the reasonable costs thereof charged to and collected from the Contractor if, within thirty (30) calendar days after written notice to the Contractor requiring such re-performance, the Contractor fails to give evidence satisfactory to MARTA that it has undertaken such re- performance in a manner satisfactory to MARTA.

(b) Re-performed Services. If the Contractor is required to correct or re-perform any of the Services as provided herein, any Service or work corrected or re-performed by the Contractor shall be subject to Final Acceptance to the same extent as the Service or work was initially performed.

(c) In the case of any failure by the Contractor to comply with the above standard of performance, such failure not having been satisfactorily corrected in accordance with this Contract, MARTA, in addition to all other remedies to which it may be entitled, at law, in equity or otherwise, shall recover from the Contractor all reasonable costs, expenses, and other damages, of any kind or nature whatsoever, arising directly or indirectly from such failure, including but not limited to the costs and expenses of redesign, and of all drawings, surveys, engineering tests, materials, and all incidental costs and expenses in connection therewith; all costs and expenses of reconstruction or alteration of any and all structures affected thereby, whether or not the subject of such failure; and all damages to or loss of any and all structures and other property, whether or not the subject of such failure, resulting directly or indirectly therefrom, to the extent such costs, expenses and other damages are caused

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by the Contractor's negligent acts, errors or omissions arising out of the performance of the Work.

8. **EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES**.

(a) The U.S. Department of Transportation ("U.S. DOT") regulations set forth in 49 C.F.R. Part 32, "Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," apply to this Contract (including, without limitation, any Work Orders issued pursuant hereto). Contractor agrees comply with the terms, conditions and goals set forth in **Appendix A**, attached hereto and incorporated herein by this reference, and the following equal employment opportunity requirements:

(i) Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R., Part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, sex or physical disability in connection with the award or performance of this Contract. Contractor agrees to include the above statements in any subcontracts or subsequent agreements that it enters into and cause those businesses to similarly include the statements in subsequent agreements related to this Contract. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Transit Administration ("FTA") may issue.

(ii) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with

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any implementing requirements FTA may issue.

(iii) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(iv) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Contractors are required to submit with their Equal Employment Opportunity ("EEO") statistical data, as well as, Disadvantaged Business Enterprise ("DBE") utilization commitments as/or and when requested by MARTA. This requirement pursuant to Title VII of the Civil Rights Act of 1964Executive Order 11625, [Federal Transit Administration Circular 4716.1A, Federal Department of Transportation 49 CFR Part 23] and MARTA Board Policies on equal employment opportunity and DBE contracting goals.

(c) If Contractor has fifty (50) employees or more, Contractor is required to submit a copy of its affirmative action plan along with all other cited materials. The affirmative action plan shall contain, at a minimum, a utilization analysis, an analysis of any underutilization, a program of goals and timetables to correct any such underutilization, an auditing and record keeping process, internal and external EEO policy dissemination procedures and the identification and delineation of the affirmative action officer's responsibilities.

(d) If Contractor has less than fifty (50) employees, Contractor shall provide an equal opportunity policy statement signed by the firm's Chief Executive Officer (or its equivalent). The policy statement will indicate that the Contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Further, the Contractor will state that it will take affirmative action to ensure that applicants are employed, and that employees are treated, during their employment, without regards to race, color, religion, sex, or national origin.

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(e) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. **INTERNAL DISPUTE RESOLUTION.** In the event a dispute arises between the Contractor and MARTA in the performance of this Contract, the Technical Representatives shall strive to resolve the dispute internally. If the Technical Representatives cannot resolve the conflict within five (5) business days, the Contractor's Authorized Representative shall meet with the MARTA's Authorized Representative and shall expeditiously undertake, through direct, good faith negotiations, to resolve the dispute or controversy. If such efforts fail to resolve the issue, the Authority's General Manager (or his/her designee) and the Contractor's counterpart shall meet and expeditiously undertake, through direct, good faith negotiations, to resolve the dispute or controversy. The nature of said controversy shall be documented in writing by the party initiating the negotiations.

If the dispute cannot be resolved by those parties within thirty (30) days of the dispute being brought to their attention, either party may pursue any other remedy available under Georgia law.

The Contractor shall continue to performance under this Contract and/or Work Order while matters in dispute are being resolved.

10. **DEFAULT; REMEDIES.**

(a) Contractor shall be in default under the terms of this Contract if Contractor:

(i) fails to make any payment within five (5) days of the date such payment is due to MARTA whether or not MARTA has provided Contractor with an invoice or written notice of the amount due or overdue;

(ii) ceases to provide any of the Services without the written consent of MARTA's Authorized Representative or becomes permanently deprived of the rights, powers, or privileges necessary for the proper conduct thereof;

(iii) becomes insolvent or seeks the benefit of any present or future insolvency statute, makes an assignment for the benefit of any creditor, files a voluntary petition in bankruptcy, or consents to the appointment of a receiver, trustee or liquidator of any of its assets;

(iv) files a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, or is involved in an involuntary bankruptcy filing that is not dismissed within sixty (60) days after filing

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(v) fails to keep, perform or observe any term, covenant or condition set forth in this Contract;

(vi) intentionally or willfully misrepresents any material fact to MARTA;

(vii) makes any material misrepresentation (or failed to make a full and accurate disclosure) to MARTA in the documents, questionnaires, forms or materials submitted by Contractor in response to a solicitation or any document pursuant to which this Contract was awarded, or failed to comply with all requirements, including, without limitation, MARTA's ethical standards and conflicts of interest policies; or

(viii) fails to pay any and all taxes and assessments required to be paid under this Contract or in the operation of MARTA's business.

(b) If Contractor is in default, MARTA will notify the Contractor in writing of the nature of the default and the time period within which to cure, if any. If Contractor, (a) where a specific time period for the cure is provided in the applicable subsection of this Contract, does not cure the default within that period, or (b) where a time period for the cure is not specifically provided in the applicable section, does not cure the default within twenty (20) days from receipt of notice from MARTA, MARTA may, without further notice to Contractor and Contractor's sureties, if any, elect to exercise any of the following remedies:

(i) terminate all or any portion of this Contract or any of Contractor's rights under this Contract at any time thereafter and recover from Contractor all costs, expenses, losses and damages recoverable underthis Contract (including, without limitation, all reasonable costs associated with the re-procurement of the Services) or applicable law as a result thereof.

(ii) cure any default at Contractor's cost. If MARTA at any time, by reason of Contractor's default, pays any sum to cure any default, the sum paid by MARTA shall be immediately due from Contractor to MARTA, and shall bear interest at the rate of one and one-half percent (1.5%) per month from (or such maximum rate permissible by applicable law, if lower) the date paid by MARTA until the date MARTA is fully reimbursed by Contractor.

(iii) exercise any and all other rights or remedies available under this Contract or at law or in equity.

11. **TERMINATION FOR CONVENIENCE.** MARTA shall have the right to terminate this Contract without cause at any time during the term of this Contract by giving written notice

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to Contractor at least thirty (30) days prior to the date such termination is to be effective.

12. **EFFECT OF TERMINATION.** Unless otherwise provided herein, termination of this Contract, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Contract, at law or in equity. Upon termination of this Contract, Contractor shall immediately: (i) discontinue Services on the date and to the extent specified in the notice; (ii) inventory, maintain and turn over possession (and ownership) to MARTA of all finished and unfinished Work Product (hereinafter defined), studies, drawings, plans, maps, models, photographs, reports, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by MARTA for performance of the terminated Services; (iii) comply with all other reasonable requests from MARTA regarding the terminated Services; and (iv) continue to perform in accordance with all of the terms and conditions of this Contract any portion of the Services that are not terminated. If the Contract is terminated by MARTA as provided herein, the Contractor will be paid, as full and sole compensation, the following amounts: (xx) for services or other work actually performed, completed satisfactorily, and accepted by MARTA, the actual and reasonable cost thereof, plus mark-ups for general and administrative expenses, overhead, and fee computed in the same manner as those, if any, allowed in determining the Contractor's compensation if the Work had been completed; and (yy) all other costs directly, actually, and reasonably incurred to perform or to prepare to perform the Work not completed, but with no mark-ups thereon.

    In that event, all finished and unfinished Work Product, documents, data, studies, surveys, drawings, maps, models, photographs, reports, and any other materials prepared by the Contractor as a part of the Services shall become the property of MARTA, and the Contractor shall be entitled to be paid as full and sole compensation, any amount that fairly represents the reasonable value to MARTA of any such part of the Services that has been completed in accordance with the requirements of the applicable Work Order and this Contract.

13. **SUSPENSION OF SERVICES.** MARTA may suspend at any time, by written notice to Contractor, the performance of all or any portion of the Services for any amount of time. Upon receipt of a suspension notice, Contractor must, unless the notice requires otherwise, immediately (a) discontinue suspended Services on the date and to the extent specified in the notice, (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, (c) cease advertising to the public as a provider of the suspended Service(s) and (d) take any other reasonable steps to minimize costs associated with the suspension.

14. **MARTA'S RIGHT TO REVIEW AND REJECT.** Any Service, Work Product or other document or item to be submitted or prepared by Contractor hereunder shall be subject to

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the review of MARTA Authorized Representative. The MARTA Authorized Representative may disapprove, if in MARTA Authorized Representative's sole opinion, the Work Product, Service, document, or item is not in accordance with the requirements of this Contract or sound professional service principles, or is impractical, uneconomical, or unsuited in any way for the purposes for which the Work Product, Service, document, or item is intended or is deemed unsuitable for MARTA purposes by MARTA Authorized Representative. If any of the said items or any portion thereof are so disapproved, Contractor shall revise the items until they meet the approval of MARTA Authorized Representative. However, Contractor shall not be compensated under any provision of this Contract for repeated performance of such disapproved items.

15. **RESERVED.**

16. **AUDIT AND INSPECTION.**

(a) Contractor will provide to MARTA, and any entity designated by MARTA, access to Contractor Employees and to Contractor's offices and property for the purpose of performing audits and inspections of Contractor, Contractor Employees and/or any of the relevant information relating to the Services and this Contract. Such audits, inspections and access may be conducted to: (a) verify the accuracy of charges and invoices; (b) examine Contractor's performance of the Services; (c) monitor compliance with the terms of this Contract, including, without limitation, compliance DEO policies; and (d) any other matters reasonably requested by MARTA. Contractor shall provide, at no additional cost, full cooperation to MARTA and its designated entities in connection with audit functions and examinations by regulatory authorities. All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours). Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

(b) If any audit or inspection of charges, invoices or Services reveals that MARTA has overpaid any amounts to Contractor, Contractor shall immediately refund such overpayment and Contractor shall also pay to MARTA interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by applicable law, if lower) from the date the overpayment was made until the date the overpayment is refunded to MARTA by Contractor. Additionally, Contractor acknowledges and agrees that MARTA deduct such amounts due from future invoices until all overpaid amounts (including, interest thereon) are repaid in full.

(c) Any adjustment to the Contractor's compensation under the Contract shall be subject to audit and shall include only such costs and other compensation as are allowable under Contract Cost Principles of the Federal Acquisition Regulation System, 48 C.F.R., Ch. 1, Pt. 31. Any allowances for general and administrative and overhead

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costs, and for profit, with respect to changes shall be negotiated in each case, taking into account the cost, complexity, and risk of performing the change.

(d) Until the later of: (a) five (5) years after expiration or termination of this Contract; (b) the date that all pending matters relating to this Contract (*e.g.*, disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet MARTA's records retention policy or any record retention policy imposed by applicable law, if more stringent than MARTA's policy, Contractor will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable MARTA to enforce its audit rights under this Contract.

17. **CONFLICTS OF INTEREST; PROHIBITED INTERESTS**.

(a) Conflicts of Interest. The Contractor agrees to execute and return the Certification of No Conflict of Interest attached hereto as **Exhibit E** and to comply with MARTA's Code of Ethics (available on-line at **Code of Ethics 10-10-24.pdf**). Contractor shall immediately notify MARTA in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Contract whether or not MARTA has identified such conflict of interest. MARTA shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest, which may include termination of this Contract or the suspension of Services.

(b) Prohibited Interests. The Contractor undertakes, represents, and warrants that none of the following persons, during his tenure or for six (6) months thereafter, has or will have any interest, direct or indirect, in the Contract or in any part of the proceeds hereof: members of MARTA's Board of Directors; officers or employees of MARTA (or former employees of MARTA who within the preceding six (6) month period have been a MARTA employee), or of any representative of MARTA in the administration of the Contract; members of or delegates to the United States Congress or to the Georgia legislature; and members of the governing body, and all other officers or employees of MARTA, City of Atlanta or the Counties of Clayton, Cobb, DeKalb, Fulton or Gwinnett, Georgia.

18. **INSURANCE REQUIREMENTS.** Contractor shall comply with the insurance requirements set forth on **Exhibit D**. Contractor further agrees that its obligation to indemnify and hold harmless MARTA Indemnitees (as defined in Section 19) will not be limited to the limits or terms of Contractor's liability insurance, if any, required under this Contractor. Contractor will, however, be subject to the liability exclusions and limitations set forth in this Contract.

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19. **INDEMNIFICATION**. Contractor shall indemnify and hold MARTA, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns (collectively, the "MARTA Indemnitees") harmless from any losses, liabilities, damages, demands and claims, and all related costs (including, without limitation, reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

    (a) Contractor or Contractor's subcontractors, agents or employees' performance, non-performance or breach of this Contract;

    (b) any actual, alleged, threatened or potential violation of any applicable laws by Contractor or Contractor's subcontractors, agents or employees, to the extent such claim is based on the act or omission of Contractor or any person acting for, in the name of, at the direction or supervision of or on behalf of Contractor; death of or injury to any individual caused, in whole or in part, by the tortious conduct of Contractor or any person acting for, in the name of, at the direction or supervision of or on behalf of Contractor;

    (c) matters arising, wholly or in part, from or out of any failure by the Contractor to comply with the standard of care or performance set forth (or incorporated) this Contract, to the extent such liability or claim of liability is caused by the Contractor's negligent acts, errors or omissions arising out of the performance of the Services; and

    (d) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the act or omission of Contractor or any person acting for, in the name of, at the direction or supervision of or on behalf of Contractor.

20. **LIMITATION OF LIABILITY.** The maximum aggregate liability of MARTA hereunder is limited to the total of all fees actually paid during then current year under the Contract. MARTA will not be liable or responsible to Contractor for any loss(es), damage(s) or expense(s) that Contractor may sustain or incur if either the quantity or character of services to be provided by MARTA, if any, is changed or is no longer available or is no longer suitable for Contractor's requirements. MARTA will not be liable or responsible to Contractor for any loss(es), damage(s) or expense(s) arising out of, resulting from, relating to or concerning, directly or indirectly, acts of terrorism, including, but not limited to, loss(es), damage(s) or expense(s) sustained or incurred by Contractor as a result of:

    (a) a change in MARTA's or Contractor's business resulting from such terrorist acts;

    (b) the enactment of laws responding to or concerning terrorist acts; or

    (c) any other detrimental effect upon Contractor or its business resulting from such terrorist acts.

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21. **WORK PRODUCT**.

(a) Except as otherwise expressly provided in this Contract, all documents, data, studies, surveys, drawings, plans, designs, specifications, maps, photographs, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, deliverables, and other documents of any kind or character created, prepared or authored by Contractor or any of its subcontractors for (or at the direction of) MARTA under this Contract, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of MARTA upon payment to Contractor. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with MARTA or a third party) shall be deemed to be 'works made for hire' and made in the course of rendering Services and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other applicable law, such Work Product shall belong exclusively to MARTA. Contractor and its subcontractors grant MARTA a non-exclusive, perpetual, worldwide, paid-in-full, royalty-free license to all Work Product not exclusively developed for MARTA under this Contract. MARTA agrees and understands that the Contractor's work product is not intended or represented to be suitable for reuse by MARTA or others and that the work product described herein shall be reused for other than its intended purpose solely at MARTA's risk. The Contractor does not warrant the contents of the work product beyond its original intended purpose. In the event of expiration or earlier termination of this Contract (or any Work Order) and the delivery to MARTA of unfinished work product as described therein, the Contractor shall have no liability for errors and omissions in draft or otherwise unfinished work product.

(b) If any of the Work Product is determined not to be a work made for hire, Contractor assigns to MARTA, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in and to the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to MARTA, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants MARTA (during the term of such rights) an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

(c) MARTA shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

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(d) To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor Employees may not originally vest in MARTA by operation of applicable law, Contractor shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to MARTA all rights, title and interest in the Work Product.

(e) Any reports, information and data given to or prepared or assembled by the Contractor under the Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval (or direction) of MARTA. The confidentiality obligations set forth in this Section 21(e) shall not apply to such portions of said information that: (i) is known to the Contractor without the obligation of confidentiality prior to its disclosure to MARTA, (ii) which properly became available to the Contractor from a third party source without obligation of confidentiality, (iii) which is now or subsequently became part of the public domain without fault on the part of the Contractor, or (iv) which is required to be disclosed by judicial or governmental order.

(f) The Contractor shall provide all documentation, information and assistance reasonably required by MARTA to obtain such registrations with respect to claims that third parties have infringed the work products. The Contractor warrants and represents that the work products are original to the Contractor or its subcontractors and shall not infringe the copyright, trademark, trade secret, privacy, publicity, patent or other intellectual property or proprietary rights of any third party; the Contractor will not attempt to license or transfer to any person or entity any interest in the work products; and the Contractor shall obtain from all subcontractors written assignment of all rights, title and interest, including copyright and other intellectual property rights, in their contributions to the work products.

(g) If any invention, improvement, process, design or discovery that is or may be patented under the laws of the United States or any other country is conceived or first actually reduced to practice under this Contract or in the course of its performance, all rights to such patent such invention, improvement, process, design or discovery shall belong to MARTA. The Contractor agrees to assign to MARTA any such copyrights or patent rights to which the Contractor may otherwise be entitled, to execute all documents and to do all other acts as may be necessary or convenient to secure such rights to MARTA, and to secure the undertakings and obligations to MARTA from all employees and subcontractors and their employees who are engaged in performing Work in accordance with this Contract.

(h) Should the Contractor bring to the performance of the Work any tools, systems or information used to provide the services hereunder, including computer software (object code and source code), know-how and methodologies, equipment or processes and the intellectual property inherent therein and appurtenant thereto,

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such material shall remain the property of the Contractor or its suppliers.

(i) Title to tangible items of equipment, materials, supplies, and furnishings purchased by the Contractor, the cost of which is separately identified for reimbursement purposes to the Contractor pursuant to the Contract, shall pass directly from the supplier to MARTA. Upon final acceptance, expiration or termination of the Contract, the Contractor shall deliver possession of all such tangible items to MARTA. In the event a Work Order utilizes FTA funding, then all reports, maps, plans, drawings, specifications, and other documents completed as a part of the Contract, other than documents exclusively for internal use within the Contractor or MARTA, shall carry the following notation on the front cover or a title page (or, in the case of maps, in the same block containing the name of MARTA) together with the date (month and year) the document was prepared in the name of MARTA.

"The preparation of this (report, map, plan, drawing, information) has been financed in part through a grant from the U. S. Department of Transportation, Federal Transit Administration, under the Urban Mass Transportation Act of 1964, as amended, and in part by the taxes of the citizens of Clayton, DeKalb and Fulton Counties of the State of Georgia."

22. **CONTRACTOR REPRESENTATIONS AND WARRANTIES**. As of the Effective Date and continuing throughout the Term, Contractor represents and warrants to MARTA that:

(a) Authority. Contractor is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed and is in good standing in each other jurisdiction (including, without limitation, the State of Georgia) where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Contract. Contractor has all necessary power and authority to enter into and perform its obligations under this Contract and within the State of Georgia, and the execution and delivery of this Contract and the consummation of the transactions contemplated by this Contract have been duly authorized by all necessary actions on its part. This Contract constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Contract, or the provision of Services by Contractor is pending or threatened. Contractor acknowledges and agrees that the individual executing this Contract has all necessary power and authority to bind the Contractor under this Contract.

(b) Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the best industry standards and the professional standards used in well managed operations similar to the Services.

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(c) Materials and Equipment. Any equipment or materials provided or used by Contractor shall be of merchantable quality and fit for the purposes for which they are intended. Further, Contractor shall maintain any equipment or materials provided or used by Contractor in good working order, in compliance with the best industry practices, all applicable laws and the Scope of Work.

(d) Intellectual Property Rights. None of the processes or procedures utilized by Contractor to fulfill its obligations hereunder, nor any of the materials and methodologies used by Contractor in fulfilling its obligations hereunder, nor any of the Services shall infringe any third party's intellectual property rights or privacy, publicity or other rights.

23. **GEORGIA OPEN RECORDS ACT.** Information provided to MARTA is subject to disclosure under the Georgia Open Records Act, as amended from time to time ("GORA"). PURSUANT TO O.C.G.A. § 50-18-72(A)(34), *an entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A § 10-1-760 et seq.].*

24. **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT.** This Contract is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). Pursuant to Act, Contractor must actively participate in the E-Verify Program established by the United States Department of Homeland Security to verify the work authorization status of Contractor's employees for the duration of this Contract. For the entire Term of this Contract, Contractor must comply with the Act (O.C.G.A. 13-10-90 et seq.), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Contractor. Contractor shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor's subcontractors and sub-subcontractors that perform all or part of the Services in this Contract.

It is not the intent of this section to provide detailed information or legal advice concerning the Act. Contractor is responsible to independently appraise itself of and comply with the requirements of the Act and to assess its effect on MARTA contracts and its participation in those contracts.

25. **GENERAL.**

(a) Notices. Any notices required or permitted by this Contract shall be in writing and sent to the respective Party at the address on page one (1) of this Contract via email. And if to MARTA, a copy shall be delivered to the Head of Contracts, Procurement & Materials at 2424 Piedmont Road NE, Atlanta, Georgia, 30324, and shall

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be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; or (b) three (3) days after the date of mailing by United States certified mail, return receipt requested with all postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

(b) Waiver. Any waiver by either Party or failure to enforce their rights under this Contract shall be deemed applicable only to the specific matter and shall not be deemed a continuing waiver or failure to enforce any other rights under this Contract, and this Contract shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Contract will be binding on MARTA unless executed in writing by MARTA's Authorized Representative.

(c) Assignment. Neither this Contract, nor any interest, right or obligation arising under the Contract, may be assigned, encumbered, transferred, licensed or subcontracted in any manner by Contractor without the prior written consent of MARTA's General Manager (or his/her designee), and any attempt to do so without such written consent shall be void *ab initio*. MARTA's General Manager (or his/her designee) may grant or deny consent to assign, subcontract, license or encumber this Contract or the Services in his/her sole discretion.

(d) Severability. In the event that any provision of this Contract is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and the remainder of this Contract shall not be affected and shall continue to be enforceable to the greatest extent under applicable law. Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Contract.

(e) Independent Contractor. Contractor is an independent contractor of MARTA and nothing in this Contract shall be deemed to constitute Contractor and MARTA as partners, joint ventures, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither party has the authority to represent or bind or create any legal obligations for or on behalf of the other party. The Contractor, if an individual, agrees to perform all work under the Contract as an independent contractor and not as an employee or agent of MARTA.

(f) Entire Contract. This Contract and any exhibits or addenda attached hereto or referenced herein shall comprise the entire agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations, or agreements (oral or written) between the parties with respect to such subject matter. This Contract may only be amended or modified by a writing executed by each party's authorized representative and each such writing shall be

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deemed to incorporate all of the Contract Documents. CONTRACTOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS CONTRACT BY INCLUDING PROVISIONS IN ANY BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY MARTA AND OF NO FORCE OR EFFECT.

(g) Gender, Exhibits and Attachments and Time. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires. All exhibits, appendices, attachments, riders and addenda referred to in this Contract are incorporated into this Contract and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Contract. If Contractor is other than a natural person, Contractor shall deliver to MARTA such legal documentation as MARTA may request to evidence the authority of those signing this Contract to bind Contractor.

(h) Suspension of Work during Alerts Issued under the National Terrorism Advisory Service (NTAS). When the Secretary of Homeland Security announces an alert under the National Terrorism Advisory Service (NTAS), whether such alert is issued publicly or otherwise, the Authority shall have the right to suspend or delay completion of work under this Contract and take additional action as the Authority deems necessary to secure the Authority's facilities as follows:

(i) Elevated Threat Alert: the Authority shall have the right to delay or suspend work being performed on the Authority's property, as determined in its sole discretion, monitor all work areas and personnel and equipment entering work areas until such alert expires. In addition, the Authority may suspend or delay the completion of any outstanding Work Order, in its sole discretion, until further notice.

(ii) Imminent Threat Alert: the Authority shall have the right to suspend all work, as determined in its sole discretion, and to restrict or deny access to work areas until such alert expires. In addition, the Authority may suspend or delay the completion of any outstanding Work Order, in its sole discretion, until further notice.

The Authority shall provide notice to the Contractor, as soon as is practicable, of the receipt of a NTAS Alert and the effect such alert will have upon the work of the Contractor. To facilitate the provision of such notice, the Contractor is required to provide the Authority with emergency contact information in the form of cell phone numbers, facsimile numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to the Contractor that work shall be delayed or suspended in accordance with this

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paragraph. Any delay or suspension of work required under this Section shall not entitle the Contractor to any claims for additional compensation under this Contract.

Should the Federal Transit Administration (FTA) or the Secretary of Homeland Security adopt a different method of identifying threats to homeland security, or if the FTA or the Secretary of Homeland Security adopt rules binding upon the Authority for the suspension of work which differ from those set forth herein, this Contract shall be modified by written Contract of the parties to reflect such changes.

(i) Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on MARTA property or in the performance of any of the Services and that MARTA maintains compliance with this law and all personnel conducting business on MARTA's property are subject to MARTA's drug-free workplace policy guidelines as the same may be amended from time to time.

(j) Identification of Personnel Security. Contractor acknowledges and agrees that all Contractor's personnel that enter upon MARTA's property must be provided (at Contractor's sole expense) distinctive identification badges showing the employer's name, employee's name, employee's photograph, employee's job title, and any employee identification number assigned to such employee by Contractor. All of Contractor's personnel shall display these badges prominently upon their person while on MARTA property. MARTA will only allow properly identified and certified personnel of the Contractor on its property. MARTA shall have the right to require Contractor to conduct background checks on the Contractor's employees and to remove from MARTA's property any employee MARTA considers incompetent, careless, or who constitutes a security risk or safety hazard. The Contractor's personnel must have all appropriate documentation, as determined by MARTA's project manager, on their person to gain access to MARTA's property.

(k) Usufruct. To the extent MARTA granted Contractor the right to use any real property owned by MARTA, all of Contractor's rights hereunder constitute a usufruct, which is not subject to levy or sale. No estate shall pass out of MARTA.

(l) Attorneys' Fees. If MARTA should bring any action under this Contract, then Contractor agrees in each and any such case to pay to MARTA all costs, including, but not limited to, court costs and reasonable attorneys' fees, incurred by MARTA in connection therewith.

(m) Governing Law. In the performance of the Work, the Contractor agrees that, at no additional cost to MARTA, it will comply with any and all laws, statutes, ordinances,

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rules, and regulations of any government, whether national, state or local and of any agency of such government (including, without limitation, MARTA) which relates to or in any manner affects the performance of the Services. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law principles. The Parties hereby submit and consent to the exclusive jurisdiction of the Superior Courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum *non conveniens* to the conduct of any such action or proceeding in such court.

(n) Force Majeure. Neither Party shall be deemed to be in breach of this Contract by reason of a failure to perform any of its obligations hereunder to the extent that such failure is caused by strike or labor troubles, unavailability of materials or utilities, riots, rebellion, terrorist attack, insurrection, invasion, war, action or interference of governmental authorities (other than MARTA), acts of God, or any other cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the Parties (collectively "Force Majeure Event"). If either Party claims the occurrence of a Force Majeure Event, such Party must promptly give notice to the other of the existence of such Force Majeure Event, the nature and extent thereof, the obligation hereunder affected thereby and the actions to be taken to abate or terminate such event. In no event shall the failure to pay any amount (or have the ability to pay any amount) be deemed a Force Majeure Event under this Contract.

(o) Use of MARTA's Name; Public Relations. The Contractor shall not refer to MARTA or use MARTA's name for purposes of advertising or public relations without MARTA's prior written consent, which may be granted or withheld in MARTA's sole discretion. Any such reference or use shall be strictly factual, and shall not in any way imply that MARTA endorses Contractor or the services Contractor provides.

(p) Compliance with Federal, State and Local Laws/Regulations. In the performance of the Work, the Contractor agrees that, at no additional cost to the Authority, it will comply with all laws, statutes, ordinances, rules and regulations of any government whether national, state, or local, and of any agency of such government (including, without limitation, MARTA) which relates to or in any manner affects the performance of the Work.

(q) MARTA Trademarks and Logos. MARTA owns and controls various trademarks, service marks, logos, and other proprietary material ("Marks"). These Marks are protected by trademark laws and are the exclusive property of MARTA. Contractor shall not use any MARTA Marks unless explicitly authorized in writing by MARTA's Authorized Representative.

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26. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

(1) The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement with FTA, and also applies to subcontractors at any tier "Knowledge," as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a

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criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

28. ACCESS TO RECORDS AND AUDITS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this contract as reasonably may be required.

e. Contractor agrees to comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, as applicable, and follow applicable federal guidance.

29. FEDERAL CHANGES.

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220.1F as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

30. CIVIL RIGHTS (Title VI, EEO, ADA).

The Authority is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the

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requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FTA, FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.

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31. EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES.

The Contractors are required to submit with their quotes Equal Employment Opportunity (EEO) statistical data, as well as, Disadvantaged Business Enterprise (DBE) utilization commitments. This is pursuant to Title VII of the Civil Rights Act of 1964, Executive Order 11246 as implemented by the Department of Labor's Office of Contract Compliance, Executive Order 11625, Federal Transit Administration Circular 4716.1A, Federal Department of Transportation 49 C.F.R. Part 26 and the MARTA Board Policies on equal employment opportunity and DBE contracting goals.

Any Contractor with fifty (50) employees or more will be required to submit a copy of its affirmative action plan along with all other cited materials. The affirmative action plan shall contain, at a minimum, a utilization analysis, an analysis of any under utilization, a program of goals and timetables to correct any such under utilization, an auditing and record keeping process, internal and external EEO policy dissemination procedures and the identification and delineation of the affirmative action officer's responsibilities.

Contractors with less than fifty (50) employees shall provide an equal opportunity policy statement signed by the firm's Chief Executive Officer. The policy statement will indicate that the Contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Further, the Contractor will state that it will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regards to race, color, religion, sex, or national origin.

Contractors should submit, with their Quotes, completed Employment Data and Certification forms set forth in this requirement.

32. INCORPORATION OF FTA TERMS.

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F and the Super Circular 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

33. ENERGY CONSERVATION.

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

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34. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS/ REGULATIONS.

In the performance of the Work, the Contractor agrees that, at no additional cost to MARTA, it will comply with any and all laws, statutes, ordinances, rules, and regulations of any government, whether national, state, or local, and of any agency of such government, including MARTA, which relates to or in any manner affects the performance of the Work.

35. TERMINATION FOR CONVENIENCE.

In the event that the Authority determines that this Contract is no longer in its best interest, including but not limited to the withdrawal or otherwise unavailability of financial assistance expected to be provided by the FTA (U.S. DOT), the Authority may terminate this Contract, in whole or in part, without any liability whatsoever upon the Authority, by giving written notice of its election to do so. If the Contract is terminated by the Authority, Contractor will be only paid for the Contract price for goods, equipment and supplies delivered and accepted on or before the effective date of the termination.

36. TERMINATION FOR DEFAULT.

The events described below shall be events of default, upon the occurrence of any of which the Authority may, at its option, and subject to any notice and period of cure that is provided in the case of any such event, terminate this Contract.

The Authority's right to terminate as provided in this Article shall be in addition to all other rights and remedies, at law, in equity, or otherwise, to which the Authority may be entitled, arising out of such events of default. If upon the occurrence of any event of default the Authority shall waive the same, or shall elect not to exercise its right to terminate this Contract, such waiver or election shall not be or be construed as a waiver of any other default or an election not to terminate because of any other default, nor to be a waiver of or election not to terminate because of a like default on another occasion. The events of default subject to this Article are as follows:

(a) If the Contractor shall fail to perform any service requested by the Authority in a timely and satisfactory manner, and such default shall continue for twenty (20) days after the Authority shall have given written notice thereof.

(b) If (i) the Contractor shall become insolvent, or shall make an assignment for the benefit of creditors, or a transfer in fraud of creditors, or (ii) the Contractor shall file a petition under any section of the National Bankruptcy Act, or under any similar law or statute of the United States or any State thereof, or there shall be filed against the Contractor a petition in bankruptcy or insolvency or any similar proceeding which shall not be dismissed within ninety (90) days, or the Contractor shall be judged a bankrupt or insolvent in any proceeding filed against him; or (iii) a receiver or trustee shall be appointed for all or substantially all of the assets of the Contractor; the Contractor shall not be entitled to notice of these events of default.

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(c) If the Contractor abandons or discontinues operations under this Contract, or becomes permanently deprived of the rights, powers, or privileges necessary to the proper conduct thereof; the Contractor shall not be entitled to notice of these events of default.

(d) If the Contractor shall fail to perform any other obligation under this Contract, and shall not cure such failure within thirty (30) days after the Authority shall have given written notice thereof.

Notices required under this Article must be in writing and delivered by hand delivery, U.S. Mail, express delivery courier, facsimile, electronic mail, or other electronic means. Notification is considered complete upon receipt.

37.GOVERNMENT-WIDE SUSPENSION AND DEBARMENT.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Authority. If it is later determined by the Authority that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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38. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION.

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority. The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

39. LOBBYING RESTRICTIONS.

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

B. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

40. CLEAN AIR.

The Contractor agrees:
1) It will not use any violating facilities;
2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3) It will report violations of use of prohibited facilities to FTA; and
4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

41. CLEAN WATER.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant

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to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

42. ADA Access

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

43. CONFORMANCE WITH NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE.

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

44. SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq*., in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117), and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that

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all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

45. PATENT RIGHTS.

(1) General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor**,** in conjunction with the Authority, agrees to take actions necessary to provide immediate notice and detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Federal Rights. Absent a determination in writing to the contrary by the Federal Government, the Contractor, through the Authority, agrees to transmit to take the necessary actions to provide, through FTA, those rights in any invention, improvement, or discovery due the Federal Government, as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing 35 U.S.C. §§ 200 *et seq*.), irrespective of the status of the Contractor (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, individual, *etc*.).

(3) Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or part with Federal assistance provided by FTA.

46. RIGHTS IN DATA AND COPYRIGHTS REQUIREMENTS

All copyrights and similar rights to all reports, plans, specifications, drawings, designs, maps, and other documents of any kind, produced wholly or in part pursuant to the Agreement, and to the contents thereof, shall belong to the Authority. If any invention, improvement, process, design, or discovery that is or may be patented under the laws of the United States or of any other country is conceived or first actually reduced to practice under this Agreement or in the course of its performance, all rights to patent such invention, improvement, process, design, or discovery shall belong to the Authority. The Consultant agrees to assign to the Authority any such copyrights or patent rights to which the Consultant may otherwise be entitled; to execute all documents and to do all other acts that may be necessary or convenient to secure such rights to the Authority; and to secure like undertakings and obligations to the Authority from all employees and sub- contractors and their employees who are engaged in performing work in accordance with the Agreement.

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47. FLY AMERICA.

To the extent applicable, the Contractor agrees to comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Further, the Supplier agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

Unless otherwise directed by the non-performing party, each party shall continue performance of their respective obligations under this Contract while matters in dispute are being resolved.

48. RECYCLED PRODUCTS.

To the extent applicable, the Contractor agrees to comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

49. NOTIFICATION TO FTA.

If a current or prospective legal matter that may affect the Federal Government emerges, MARTA and Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region IV. The types of legal matters that require notification include, but are not limited to, major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's administration or enforcement of federal laws, regulations, and requirements. MARTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region IV, if MARTA has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et. seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or sim-

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ilar misconduct. This responsibility occurs whether the Project is subject to this Contract or another agreement between MARTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participate of MARTA. It also applies to subcontractor at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of MARTA.

The Contractor must include this provision in all sub agreements at every tier.

50. SEAT BELT USE

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

(2) Including a "Seat Belt Use" provision in each third-party agreement related to this Contract.

51. DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

The Contractor agrees to implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:

(1) The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract.

(2) The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(3) The Contractor agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provisions in each third-party agreement related to this Contract.

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52. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE OR EQUIPMENT

Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off

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traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the Authority from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Authority any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2)Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the Authority on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement*. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Authority immediately.

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53. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

By submitting a bid or otherwise attempting to enter into a contract with the Authority, the un dersigned Contractor certifies that it:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

The Contractor shall include this provision in all subcontracts and lower-tier agreements, regardless of dollar value.

54. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

(a) *Types of Information*. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

(3) The amount of federal assistance FTA has provided for a State Program or Project.

(b) *Documents*. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

55. DOMESTIC PREFERENCES FOR PROCUREMENT

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

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56. PROCUREMENT OF RECOVERED MATERIALS

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

57. EXECUTION OF CONTRACT.

This Contract will not become binding on MARTA and MARTA will incur no liability under it until it has been duly executed by Contractor, returned to MARTA with all required submittals, including insurance and bonding, executed by MARTA's authorized signatory and delivered to Contractor.

[Signature Page Follows]
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IN WITNESS WHEREOF, the Parties, by and through their authorized representatives, have executed this Contract as of the Effective Date.

MARTA:
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

_____
Print Name: _____
Title: _____

Approved as to legal form:

_____
Counsel, Metropolitan Atlanta Rapid Transit Authority

CONTRACTOR:

_____,
a _____
Print Name: _____
Title: _____

ATTEST:

_____
Print Name: _____
Title: _____

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EXHIBIT A
SCOPE OF WORK

PLANNING AND PRELIMINARY ENGINEERING SERVICES

General

As a part of the Architectural and Engineering (A/E) Preliminary Engineering Services, Contractors may be asked to provide MARTA with services in engineering, design, architecture, planning and professional support during the preliminary engineering stage. This will support system expansion and other support activities.

MARTA expects that the qualified Contractors and vendor teams will utilize state-of-the-art engineering, data analytics, public and stakeholder engagement, and/or graphics tools to execute all Work Orders under all categories in this procurement. Vendors should provide examples of these elements as part of their response.

1) Potential Projects

Potential projects anticipated include, but are not limited to:

a. Beltline (Northeast, Southeast, Southwest, West) Transit Corridors
b. North Avenue Transit Corridor
c. Northside Drive Transit Corridor
d. Peachtree Road Transit Corridor
e. Streetcar West Transit Corridor
f. Moore's Mill Transit Center
g. Vine City Station Expansion
h. Infill Stations
i. Clifton Corridor Transit Corridor
j. State Route 54 Transit Corridor
k. Other Expansion and/or State of Good Repair Projects

2) Description of Required Services

Typical services for Corridor and Facility Support Services are comprehensive in nature and may include the following, but are not limited to:

a. Project Management and Controls
    i. If determined as necessary: SAQ-FO-5001C Safety and Security Required Documenta tion Form, SAQ-FO-1015 Engineering Change Proposal, Project Management Plan (PMP), Safety and Security Management Plan (SSMP) per FTA C 5800.1, and Project Specific Safety and Security Certification Plan.
b. Quality Assurance/Controls and Management
c. Basis of Design:
    i. Project Definition and Design Criteria

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   ii. Existing Conditions Assessment
d. Preliminary Engineering and Design:
   i. Feasibility Analysis
   ii. Site and Corridor Analysis
   iii. Ridership and Demand, Traffic/Transportation Forecasting and Modeling, Studies, and Support
   iv. Utility identification and conflict analysis
   v. Geotech and subsurface analysis
   vi. Hydrology and stormwater management
   vii. Conceptual to preliminary design of guideways, bridges, tunnels, and retaining walls
   viii. Structural assessments
   ix. Geometry planning
   x. System and technology network planning and integration
   xi. Alternative fuels, sustainability and energy
   xii. Safety and Security documentation (e.g. Preliminary Hazard Analysis (PHA), Threat and Vulnerability Analysis (TVA), Safety and Security Design Criteria, and Certifiable Elements List (CEL) and initial Certifiable Items List (CIL)
e. Preliminary Service Planning and Scheduling
f. Preliminary Maintenance & Operations Planning
g. Multimodal Integration
h. Environmental Coordination and Documentation
i. Regulatory Compliance and Coordination
j. Safety and Security, Risk, and Mitigation Strategies
k. Cost Estimating, Scheduling, and Value Engineering
l. Survey, Right-of-Way, Permits and Agreements Support
m. Acquisition, Real Estate, Transit-Oriented Development, and Market Strategies
n. Stakeholder and Public Engagement and Agency Coordination
o. Digital Communications, Advanced Visualizations, and Graphics
p. Post-Preliminary Engineering Transition Support and Coordination

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EXHIBIT B
SPECIAL TERMS AND CONDITIONS

The following special terms and conditions modify and amend the Contract terms and conditions specifically referenced herein. In the event of a conflict between the terms and conditions contained in this Exhibit B and the balance of the Contract, the terms and conditions set forth in this Exhibit B shall control.

1. The Authority anticipates the use of Federal Funds for this Contract.

2. Work will be authorized through individual Work Orders issued during the contract term. The Parties agree to follow the Work Order procedures outlined in **Exhibit C**.

3. The Contractor shall comply with all applicable Environmental Health and Safety regulations at the Federal, State, and Municipal level. This will include but is not limited to: Environmental Protection Agency (EPA) regulations found in 40 CFR, Occupational Safety and Health Administration (OSHA) regulations found in 29 CFR 1910 and 1926, and Department of Transportation (DOT) regulations found in 49 CFR. Where applicable to environmentally sensitive or critical projects, the contractor shall also comply with International Code Council (ICC) and National Fire Protection Association (NFPA) standards.

   The Office of Environmental Health and Safety (EHS) is responsible for retaining reports, data, surveys, and permits relating to environmental tasks and regulations at the Authority. When Contractor is engaged to perform tasks associated with the above regulatory codes (to include AE50793 Scope of Work). Contractor shall coordinate with the Office of EHS prior to the start of work to ensure an appropriate means of developing and implementing the tasks to be performed. The Contractor shall also provide copies of any report(s) generated during the course of work and at project completion for retention by the Office of EHS.

4. The Office of EHS shall also perform inspections and investigations related to stormwater management, subsurface investigation/analysis, and other regulatory conditions associated with Environmental work.

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EXHIBIT C
WORK ORDER PROCEDURES

1. Purpose

This Chapter sets forth the steps required to initiate, review, execute and authorize payment of Work Orders. The Procurement Manual, provides additional direction for portions of this Chapter, including, but not limited to, Delegation of Authority, Independent Cost Estimate (ICE), Request for Proposal (RFP), Unauthorized Work, and Limited Notice to Proceed (LNTP).

A. Roles and Responsibilities

Requestor

The Requestor is the subject matter expert (SME) for the Work Order, serves as the technical representative that has an identified need for a Work Order and initiates the procurement process.

Professional Services (formerly Engineering Services)

The Professional Services staff is the support for the procurement of engineering and other technical services operating under Master agreements. They prepare the Work Order Package and track it through the Approval process. They issue the Notice to Proceed in conjunction with the Requestor.

2. Work Order Process

A. Overview

Funding for work must be approved in the Capital Improvement Program (CIP) or Operating budget prior to initiation of the Work Order. The Work Order package is comprised of the following required information:

- Scope of Work (SOW)
- Independent Labor Hour Estimate (ILHE)
- Project Number and Task Number
- Additional Cost Estimates, if any

Each Work Order must receive concurrence by, at minimum: Chief of Capital Programs, Planning & Innovation, Chief Counsel and, if the Work Order has an estimated value in excess of $100,000 the GM/CEO.

3. Scope of Work (SOW)

The Scope of Work (SOW) should be as concise, specific, and detailed as appropriate so that the parties understand what is to be accomplished. The Work Order SOW should clearly state the background/history and description of task activities; key milestone dates, deliverables and product acceptance criteria.

The basic elements of a Work Order SOW include, but are not limited to:

- Introduction and Overview

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- Brief Background/History
- Objectives
- Requirements (which may include specialized qualifications, certifications, licenses)
- Tasks
- Schedule of Key Milestones and Deliverables
- Reporting Requirements
- Period and Place of Performance
- Criteria for Acceptance
- Proposed/Estimated Start and Completion Date

4. Independent Labor Hour Estimate (ILHE)

The Independent Labor Hour Estimate (ILHE) is the breakdown of estimated hours for labor only and does not include direct labor rate and overhead rate. The ILHE is the tool used to project the costs for a Work Order. For this reason, the Requestor shall prepare or obtain the ILHE without consultation with contractors who will be invited to participate in the solicitation. The Requestor may obtain assistance in developing estimates through in-house sources or contractors paid to provide an estimate. Contractors providing an estimate are prohibited from submitting a proposal.

The labor breakdown will include individual labor categories with the number of hours to be used in each labor category for services requested. No other fees may be added to the labor costs. The Requestor shall ensure that the labor categories are appropriate for the requirements identified in the SOW. The ILHE is the preferred estimating type used for professional services such as architecture and engineering services or transit planning services.

5. Contractor Selection Process

A. Selection Process

MARTA will request proposals from the pre-qualified contractors based on the Scope of Work. The proposal shall include detailed description of all labor and expenses requested to complete the Scope of Work.

B. The process for selection is based upon:

1. The solicitation documents developed by the Requestor.
2. Evaluation of submitted proposals by the Requestor
3. Determination of the best value to the Authority from the responsive contractors.
4. Negotiations with selected Contractor will be conducted by Requestor, CPM and Legal if Contractor's price exceeds ILHE by 15%.

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5. The Requestor, CPM and Legal will document the Record of Negotiations, and may request a best and final offer.

6. Upon selecting the contractor, the Work Order will be processed and CPM shall electronically route the Work Order for approval/concurrence and execution. They shall be signed by the Requestor, AGM and Chief; other signatories will be included only if required by other MARTA provisions.

6. Work Assignment

Approval of a direct unburdened labor rate that was not included in the contract will require a Rate Justification Form approved by Human Resources Compensation Division. The Rate Justification Form shall include, at a minimum, an individual's name, employer, education, years of experience, unique qualifications, and relevant tasks and/or deliverables.

7. Restrictions

Work Order contracts should not include provisions that allow the Contractor(s) to receive the following benefits from MARTA:

A. Breeze Card
B. Laptop
C. iPad
D. Cell Phone
E. Paid Training or Conferences
F. Remote (off-site) Work
G. Commuting Costs
H. Paid Vacation

Any exceptions to the above listed restrictions must be justified and approved by an authorized employee of MARTA. When reviewing and approving the Field Overhead Rate MARTA (and Contractor) shall take into consideration other costs and supplies provided by MARTA. MARTA will not reimburse commuting costs. An exception to the commuting reimbursement may be requested by Contractor submitting a justification detailing the unavailability of local resources. A Travel Authorization Form (Attachment B) must be approved by the CC, CFO and General Manager/CEO.

Travel on behalf of the Authority will be permitted. For example, only Contractor's employee travels to inspect a bus at a manufacturer's plant. Approved long distance travel costs will be reimbursed in accordance with established MARTA guidelines. Long distance travel costs include, but are not limited to; airfare, hotel, per diem, parking, and rental car.

Overtime must be approved by the Requestor prior to incurring any charges. Any approved overtime will be billed at the standard established hourly rate, subject to applicable law, without escalation.

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8. Change Orders

A change order may involve addition or deletion of scope, schedule, or budget. The Requestor delivers a modified scope and ILHE to CPM.

The Requestor shall notify the Contractor of the request for a change order, provide the scope of work, and request a proposal for the change order. The Contractor's cost will be evaluated by the Requestor and negotiations may be conducted, if necessary. The Contract Specialist will process the change order. The Requestor and CPM with work collaboratively to obtain the appropriate approvals in accordance with this Chapter.

9. Unauthorized Work

Any work undertaken without prior written consent is performed at the Contractor's sole risk and subject to non-payment of incurred costs.

10. Limited Notice to Proceed (LNTP)

Reserved.

11. Work Order Term

The period of performance for each Work Order shall be clearly identified in the Work Order. Funding for a Work Order will not automatically renew and must be in the approved fiscal year (FY) budget. A letter will be issued by the AGM for Capital Programs Delivery with the approved budget. This amount may be changed via the Change Control Process and a new letter issued detailing the changes.

12. Fair and Reasonable Pricing

In order for the Authority to make a determination of fair and reasonable pricing, the contractor may be required to submit its most recent FAR Audit. The Authority's Department of Internal Audit, at its discretion, may perform a review of the FAR Audit.

On a case by case basis a negotiated rate may be used in place of a FAR Audit with appropriate justification provided.

13. Invoice Processing

A. Overview

The Work Order process is designed, in part, to help with the prompt payment of all properly formatted and undisputed invoices and to create an accurate, verifiable and auditable account of all Authority funds spent on Work Orders.

Contractor Responsibilities:

1. Contractor shall submit monthly invoices according to the requirements of the Work Order. Electronic submittals are required.

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2. All invoice coversheets must include, at a minimum, the following information:
   a. Work Order Number
   b. Work Order Title
   c. Complete MARTA project number string
   d. Billing period covered

3. All invoices should list cost components in detail including, at least the following items:
   a. Direct Labor
   b. Indirect or overhead or overhead
   c. Subcontractors cost and fee
   d. Expenses

4. Back-up documentation should include:
   a. Signed timesheets (for prime and subcontractors, if any)
   b. Subcontractors invoice (if any)

5. If there are any expenses, an expense report form shall be included which identifies the date of the expenditure, the category (reproduction, travel, lodging, etc.), the amount. Detailed receipts and other supporting documentation for each expense item shall be attached to the expense report. Per diem, if applicable, should also be included on the expense report. Government/MARTA rates and rules shall apply.

6. A monthly Progress Report shall be included with the invoice and it shall detail project activities and percentages completed, as specified in the contract.

   Failure to provide the required information may cause delay in payment, partial payment or rejection of all or part of the invoice.

14. Invoice Review

The Requestor is responsible for the initial review and approval of the invoice. The review will include confirmation that rates, overhead and fees are approved. The review will also include a review for completeness, consistency with any other terms of the Contract, allowable charges and mathematically correct.

The Requestor's review shall consist of the following:

1. An initial review and approval of the hourly rates upon award of the Contract. Thereafter, the rates shall be audited annually by MARTA's Internal Audit Department.
2. Verify expended labor hours listed by employee and labor category.
3. Verify expenses (direct and indirect).
4. Verify travel, including a breakdown of travel and per diem expenses by traveler, by trip, and receipts for such items.
5. Review progress reports and/or percent complete.
6. Confirm that appropriate back-up documentation is included.
7. Verify each line item to include appropriate project, task, and line item budget amount listed in the Work Order.

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If any part or the whole invoice is not approved, then a brief explanation will be provided in writing at the bottom of the invoice and the information shared with the Contractor by the Requestor so corrections can be made and the invoice resubmitted. The Requestor will copy the Professional Services staff on this transmittal.

The Project Manager will maintain a document that tracks the total amount of the Work Order, invoices approved for payment, expenditure to date and the remaining budget balance for the Work Order.

15. Rejecting an Invoice

The Requestor may reject all or part of an invoice. Should the Requestor reject an invoice, the Requestor shall contact the Contractor to try to reconcile disputed charges. The Requestor will provide assistance to the Contractor, if required. The existing contract and Work Order will control dispute resolution.

ATTACHMENTS:

Attachment A - Rate Justification

Attachment B - Travel Justification

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ATTACHMENT A
RATE JUSTIFICATION FORM

See attached.

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WORK ORDER RATE JUSTIFICATION FORM

An increase of present rate or exception for the standard labor cap is requested. The following information is provided to support the additional rate. Additional documentation may be attached for the justification.

REQUESTOR NAME	
CONSULTANT NAME	
PRESENT RATE	$
PROPOSED RATE	$
EDUCATION	
YEARS OF EXPERIENCE	
UNIQUE QUALIFICATIONS	
RELEVANT TASKS/DELIVERABLES	

APPROVAL:

_____ **REQUESTOR**

_____ **DIRECTOR/MANAGER**

_____ **AGM (ASSISTANT GENERAL MANAGER)**

_____ **C-LEVEL EXECUTIVE**

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ATTACHMENT B
TRAVEL JUSTIFICATION FORM

See attached.

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WORK ORDER TRAVEL ALLOWANCE JUSTIFICATION FORM

CONSULTANT NAME	
VENDOR	
TRAVEL FREQUENCY	
ESTIMATED COST / TRIP	
PROJECT NAME/ NUMBER	
TOTAL TRAVEL ALLOWANCE REQUESTED	
REASON FOR TRAVEL	
RELEVANT TASKS / DELIVERABLES	

APPROVALS:

_____ _____

REQUESTOR **DATE**

_____ _____

C-LEVEL EXECUTIVE **DATE**

_____ _____

GM/CHIEF EXECUTIVE OFFICER **DATE**

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EXHIBIT D
ADDITIONAL INSURANCE AND BONDING REQUIREMENTS

A. Preamble

The following requirements apply to all work under the Contractor. Compliance is required by the Contractor. **To the extent permitted by applicable law, the Metropolitan Atlanta Rapid Transit Authority ("MARTA") reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D.**

1. Evidence of Insurance Required Before Work Begins

No work under the Contractor may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to MARTA as to form and content has been filed with MARTA. Contractor must provide MARTA with a Certificate of Insurance that clearly and unconditionally indicates that Contractor has complied with all insurance and bonding requirements set forth in this Exhibit D. If the Contractor is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured**.**

2. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide. The ratings for each company must be indicated on the documentation provided by Contractor to MARTA certifying that all insurance and bonding requirements set forth in this Exhibit D and applicable to the Contract have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the Contract must meet the following requirements:

(a) Best's Rating not less than A-;
(b) Best's Financial Size Category not less than Class IX; and
(c) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
(d) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to MARTA, MARTA will notify Contractor in writing. Contractor must promptly obtain a new policy or bond issued by an insurer acceptable to MARTA and submit to MARTA evidence of its compliance with these conditions.

Contractor's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the Contract will not relieve Contractor from any liability under the agreement. Contractor's obligations to comply with all insurance and bonding

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requirements set forth in Exhibit D and applicable to the Contract will not be construed to conflict with or limit Contractor's indemnification obligations under the Contract.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Exhibit D must be maintained during the entire term of the Contract, including any renewal or extension thereof, and until all work has been completed to the satisfaction of MARTA.

4. Notices of Cancellation & Renewal

Contractor must, notify MARTA in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) days of any notices received from any insurance carriers providing insurance coverage under this Contractor and Exhibit D that concern the proposed cancellation, or termination of coverage.

MARTA
Contracts and Procurement
2424 Piedmont Road N.E.
Atlanta, GA 30324-3330
Facsimile No. (404) 848-4549

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor shall provide MARTA with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least thirty (30) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as authorized representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the companies for the agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. MARTA coverage requirements may be broader than the original policies; these requirements have been conveyed to the companies for these terms and conditions. In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

6. Certificate Holder

MARTA must be named as certificate holder. All notices must be mailed to the attention of **Contracts and Procurement at 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330.**

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7. Contract Number & Name

The contract number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements – Form CG 20 26 07 04 **or their carrier equivalent**

MARTA shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Contract, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 **or their carrier equivalent** shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia. A copy of the **Additional Insured Endorsement or its equivalent must be forwarded to MARTA's Department of Risk Management as soon as practicable but in no event more than ten (10) days after the execution date of the Contract**.

9. Mandatory Sub-Contractor Compliance

Contractor must require and ensure that all subcontractors at all tiers to be sufficiently insured/bonded.

10. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement:

Workers' Compensation:	**State of Georgia Statutory Coverage**
Employer's Liability:	
Bodily Injury by Accident/Disease	**$1,000,000 each accident**
Bodily Injury by Accident/Disease	**$1,000,000 each employee**
Bodily Injury by Accident/Disease	**$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **$2,000,000 per occurrence/$4,000,000 aggregate**. The following indicated extensions of coverage must be provided (only if the box is

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checked):

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Products/Completed Operations
- ☒ Independent Contractor/Subcontractor
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of MARTA)
- ☒ Waiver of Subrogation in favor of MARTA

D. Commercial Automobile Liability Insurance

Contractor must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided (only if the box is checked):

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of MARTA

If Contractor does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor's personal automobile policy or the Commercial General Liability coverage required under this Exhibit D.

E. Excess or Umbrella Liability Insurance

Contractor must procure and maintain Excess or Umbrella Liability in an amount not less than **$5,000,000** each occurrence/aggregate.

The following indicated extensions of coverage must be provided (only if the box is checked):

- ☒ Coverage must follow form with primary policy
- ☒ May be used to achieve minimum general and auto liability limits
- ☒ Coverage must be as broad as primary policy

F. Professional Liability

Contractor shall procure and maintain Professional Liability with not less than **$3,000,000** including but not limited to coverage for all acts, errors, omissions, negligence and network security and privacy risks, including coverage for unauthorized access, failure of security, breach of privacy perils, and wrongful disclosure of information in the performance of services for and on behalf of MARTA.

G. Pollution Liability

Contractor shall procure and maintain Pollution Liability with not less than **$1,000,000.**

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EXHIBIT E
NO CONFLICT OF INTEREST

See attached.

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APPENDIX A

OFFICE OF CORPORATE COMPLIANCE & ENGAGEMENT REQUIREMENTS

See attached.