



METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

INVITATION FOR BIDS

FOR

B40399

**ARMED SECURITY GUARD COVERAGE FOR REVENUE
OPERATIONS**



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

December 21, 2017

TO: ALL PROSPECTIVE BIDDERS

**SUBJECT: INVITATION FOR BIDS (IFB) NUMBER B40399:
ARMED SECURITY GUARD COVERAGE FOR REVENUE OPERATIONS**

You are invited to submit to the Metropolitan Atlanta Rapid Transit Authority ("MARTA" or "Authority"), a bid for the above-captioned solicitation. A Pre-Bid Conference to discuss Invitation for Bids Number B40399 ("IFB") will be held at the MARTA Headquarters Building located at 2424 Piedmont Road, N. E., Lobby Floor, Bid Opening Room, Atlanta, Georgia 30324 on **January 08, 2018 at 10:00 a.m. (local time)**. To be eligible for consideration your bid must be received by the Authority no later than **2:00 p.m. (local time) on January 22, 2018**. Bids will be opened by MARTA in the Bid Opening Room located at MARTA Headquarters Building, 2424 Piedmont Road, N.E., Lobby Floor, Atlanta, Georgia 30324 at **2:00 p.m. (local time) on January 23, 2018**. The IFB can be reviewed and downloaded from MARTA's website (www.itsmarta.com). On the home page, point to "MORE"/click Current Opportunities/click on IFB B40399/Download Invitation for Bids/Request for Proposals/Log-in (first time users must register).

All questions regarding this IFB should be submitted in accordance with the IFB. If you need additional information, please contact **Charlette Davison Moore, Contract Specialist III**, at 404-848-4207 or via e-mail cdavison@itsmarta.com.

Sincerely,

DocuSigned by:

Lisa DeGrace

27F208ECF71D4C8...

Lisa DeGrace

Chief Contracts Officer

INVITATION FOR BIDS
B40399: ARMED SECURITY GUARD COVERAGE FOR REVENUE OPERATIONS

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PART 1: INFORMATION AND INSTRUCTIONS TO BIDDERS

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.

2. **Equipment, Supplies and/or Services Being Procured:** MARTA is seeking bids from Firms to provide all personnel, equipment, supplies, tools, materials, supervision, and other items necessary to perform armed security guard services. MARTA's Department of Revenue Operations will administer the contract (if awarded) pursuant to the terms and conditions contained in that certain form of Armed Security Guard Coverage for Revenue Operations attached hereto at Part 4 ("**Contract**").

3. **Definitions:** The following terms shall have the following meanings when used throughout this Invitation for Bids ("**IFB**"):

Bid:	A written response (i.e., bid form and other required submittals) to this IFB prepared by a Bidder and submitted to MARTA's Office of Contracts, Procurement and Materials (" CPM ").
Bidder:	Each Firm or aggregation of Firms (which may include a joint venture partnership, limited liability company or limited liability partnership) submitting a bid in response to this IFB with the intent of performing the services as the prime contractor.
Firm(s):	A person or entity 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.

4. **Minimum Qualifications:** To participate in this procurement, Bidder must satisfy the qualifications required by this IFB. Where the Bidder 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 Bidder (i.e., over 50% ownership) must meet the minimum requirements set forth in this IFB. Additionally, prior to execution of the Contract, the successful Bidder will be required to demonstrate that it is duly authorized to conduct business in the State of Georgia. No Bidder (or an entity comprising Bidder) may submit more than one bid under the same or different names or as part of multiple organizations. MARTA reserves the right to disqualify any Bidder or entity comprising Bidder that submits more than one bid in response to this solicitation. **NOTE:** This restriction set forth in this paragraph is not applicable to subcontractors.

By submitting a bid in response to this IFB, the Bidder represents and warrants to MARTA that Bidder has or will acquire all of the licenses, certifications, permits, bonding capacity

and insurance. By submitting a bid concerning this procurement, Bidder 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 are incorporated into this IFB by this reference.

5. **No Offer by MARTA; Firm Offer by Bidder:** This procurement does not constitute an offer by MARTA to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This procurement is only an invitation for offers from interested Bidders and no offer, bid or proposal shall bind MARTA. However, Bidder's offer is a firm offer to MARTA for a period of 150 calendar days from the bid opening date and may not be withdrawn during such 150-day time period.
6. **Pre-Bid Conference:** A pre-bid conference is scheduled for **January 08, 2018, at 10:00 a.m. (local time)** at the MARTA's headquarters building located at 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330. Bidders are advised that notwithstanding the address, MARTA's headquarters building is located west of Piedmont Road on Morosgo Drive across from the Lindbergh Rail Station. Attendance at the pre-bid conference is not required but is strongly encouraged. Each Bidder is responsible for being fully informed regarding all existing and expected conditions and matters that may affect the cost or the performance of the Contract (including, without limitation, local labor, wage scales, means of transportation, laws, codes, regulations, licensing requirements, local tax structure, insurance requirements and all other conditions that may affect the work under the Contract). The successful Bidder, if any, will not be entitled to extra compensation or relieved of any obligation because of any conditions that could be ascertained by examining the Bid documents or any inquiry into local conditions. Bidders are likewise responsible for consulting all standards referred to in the Bid documents. Any failure to fully investigate the requirements of this IFB shall not relieve any Bidder from the responsibility to properly estimate the difficulty or cost of successfully performing the Services being sought under this IFB.
7. **Additional Documentation:** Each Bidder, if successful, acknowledges and agrees to submit such additional documentation (e.g., insurance/bonds, permits, certifications, etc.) promptly after an award pursuant to any notice provided by MARTA and as required by the terms of this IFB and the Contract.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this procurement **must** be submitted in writing to MARTA's contact person, **Charlette Davison Moore** via electronic mail **cdavison@itsmarta.com**, on or before **January 12, 2018**. **Questions submitted after the designated period may not be considered by MARTA.** Any response made by MARTA will be provided in writing to all Bidders by posting the same to MARTA's website at **www.itsmarta.com**.

It is the responsibility of each Bidder to obtain a copy of all responses and/or any addenda issued for this procurement by monitoring MARTA's website. No Bidder may rely on any verbal response to any question concerning this procurement. All Bidders (and any representative thereof) are strictly prohibited from contacting any MARTA employees (or third-party representatives or consultants of MARTA) on any matter having to do with

this procurement. All communications by any Bidder **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.

9. **Bid Deadline:** To be considered responsive, a Bidder must complete and submit its Bid and all required submittals and attachments in accordance with the instructions contained or referenced in this IFB. All responses to this IFB must be received by MARTA's Department of Contracts, Procurement & Materials, 2400 Piedmont Road N.E., Atlanta, Georgia 30324-3330, on or before **January 22, 2018, at 2:00 p.m. (local time)**. Any Bid received after this time will not be considered/reviewed and will be rejected and returned. Bids will be opened publicly at MARTA's Headquarters Building, 2424 Piedmont Road N.E., Atlanta, Georgia 30324-3330 on **January 23, 2018, at 2:00 p.m. (local time)**.
10. **Ownership of Bids:** Each bid submitted to MARTA will become the property of MARTA, without compensation to Bidders, for MARTA's use, in MARTA's sole discretion.
11. **Required Submittals:**
 - a. **Form 1: Illegal Immigration Reform and Enforcement Act.** Each Bidder **must** complete, sign, and submit a Contractor's Affidavit with its bid. This IFB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), as amended. Pursuant to the Act, the Bidder must provide with its bid 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 bid 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 Bidders 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 Bidder **must** complete, sign, and submit an acknowledgement with its Bid that it has received all Addenda issued by MARTA for this IFB. This form is provided and may be used to satisfy this requirement.
 - c. **Form 3: Bid Form.** Each Bidder **must** complete, sign and submit a Bid Form with its bid submission. The Bid Form shall be completed as follows:
 - (i) **Prices.** Unit, lump sum and other prices **must** be entered in all appropriate spaces provided. Unit prices should be multiplied by the amount or estimated quantity and the product inserted in the 'Extended Price' column shown on the Bid Form. The Extended Price(s) should be added to arrive at the Bid Total. In the event of a discrepancy between the unit price bid and the extension, the unit price bid will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy

between the sum of the extended amounts and the Bid Total, the sum of the extended amounts shall govern.

- (ii) Execution. The Bid Form **must** be signed by an authorized employee or representative of the Bidder.
 - (iii) Modifications. Bidder **may not** delete, modify or supplement the printed matter on the Bid Form or make any substitutions therefor unless specifically permitted (or directed) on the Bid Form.
- d. **Form 4 – No Conflict of Interest**. Each Bidder **must** complete, sign, and submit with their bid the information called for by the form. If the information furnished is incomplete or inadequate, the Authority may require that additional information be submitted after the Bid Deadline and before an award is made.
 - e. **Form 5 – List of Proposed Subcontractors**. Each Bidder is requested to furnish with their bid the information called for by the form. The purpose of this information is to facilitate the evaluation of proposed subcontractors' technical ability. 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 Bid Deadline and before an award is made. Bidders will not, by naming subcontractors in their Bid, be precluded from contracting with other or additional subcontractors in the event of an award, except that Bidders will be required to contract with subcontractors approved in advance by MARTA and deemed by MARTA to be technically and otherwise responsible to perform work under the Contract.
 - f. **Form 6 – Qualifications and Business References**. Each Bidder is requested to furnish with their bid 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 bid deadline and before an award is made. If the Bidder is a joint venture, each joint venture must prepare and submit a separate form. Extra form, if needed, may be obtained from MARTA by contacting MARTA's contact person for this IFB.
 - g. **Appendix A: Office of Diversity and Inclusion Requirements**. MARTA's Office of Diversity and Inclusion 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 Bidder should furnish the information requested by **Appendix A** with their Bid. 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 Bid Deadline and before an award is made.

12. Bid Evaluation, Award and Multiple Awards; Trade Names and Alternatives:

- a. Upon the timely receipt of the Bids, MARTA shall determine which Bidders are responsive and responsible. Each responsive and responsible Bid received by MARTA

constitutes an offer to perform the Contract upon the terms and conditions contained in the Contract for the prices contained on the Bid Form, which may be accepted by MARTA giving the successful Bidder notice of award during the period set forth in Section 5 hereinabove.

- b. After Bids have been opened and before any award is made, MARTA will evaluate the Bid Form and all of the information supplied by Bidder in response to this IFB. To be considered for award, a Bidder must be technically and financially qualified to perform the Contract as determined by MARTA. As part of the pre-award survey, MARTA may require Bidder to provide technical information about its products. Such information, if required, will be solely for the purpose of determining the Bidder's qualifications. In the event of an award, the Technical Provisions of the Contract shall control over any such information submitted and any opinions with respect thereto that may be expressed, and any evaluations thereof that may be made, by personnel of the Authority during the pre-award survey.
- c. The Contract will be awarded, if at all, to a responsive and responsible Bidder and who are technically, financially and otherwise qualified to satisfactorily perform and meet all conditions in the Contract. MARTA reserves the right to accept a Bid other than the lowest, if it determines that MARTA's interests will be best served by doing so, or to reject all Bids or parts of Bids received.
- d. If only one (1) acceptable bid is received, MARTA will determine whether a price or cost analysis of the bid is required. If MARTA decides to conduct a price or cost analysis, the Bidder will provide all information needed and requested by MARTA to do so, and shall otherwise cooperate as necessary for the purpose.
- e. Trade Names and Alternatives. Equipment, supplies, goods, or materials may be described or specified, either in the Technical Specifications or on the Bid Form, by trade names or the name of manufacturers and their catalogue information, or may be similarly listed as being known to be acceptable to MARTA. In such cases, the Bidder shall state in its bid the trade name, the manufacturer and the model number or other catalogue information, or other description of the equipment, supplies, goods, or materials that it will, if awarded the Contract, supply or use. The product so designated in the Bid may be one of those named in the specifications. Alternatively, unless the contrary is expressly specified, but subject to MARTA's approval as hereinafter provided, the Bidder may designate an alternative that is at least equal in quality and has the characteristics required for the purpose intended. The Bidder shall be required to show that any such alternative it proposes is in fact equal with respect to quality, reliability, suitability, safety, and ease of use, and shall provide MARTA with all information reasonably needed to do so. If a classification, rating, or other certification by an independent testing laboratory is a part of the specifications, the Bidder shall provide reports or certifications by such agency, or by an equivalent independent testing laboratory, showing that any proposed alternative complies. Bidders who propose alternatives should submit appropriate information with their Bids, but may explain, clarify, or supplement such information if necessary. MARTA shall be the sole

judge of the acceptability of proposed alternatives. The Bidder, if awarded the Contract, will be required to supply or to use the equipment, supplies, goods, or materials named in its Bid, whether that specified or described in the Bid documents, or an alternative approved by MARTA. If no equipment, supplies, goods, or materials are named in the Bid, Bidder acknowledges and agrees that it will supply those specified or described in the Bid documents.

13. Submission of Bids:

- a. Bids must be submitted according to the requirements of this IFB. All blank spaces must be typed or hand written in blue or black ink. All corrections to any entry must be lined out and initialed by the Bidder prior to Bid submission. Do not use correction tape or liquid paper.
- b. Bids shall be signed by hand by a principal of the Bidder with the authority to bind the Bidder and enter into an agreement 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 Bid, bind the entity as well as enter into an agreement with MARTA. Each Bidder is responsible for the preparation of its Bid and for the costs associated therewith.
- c. Each Bidder must submit a complete bid in accordance with the requirements of this IFB. The format for the submission of a bid mandated by this IFB is not negotiable. The name and number of this solicitation is **B40399: Armed Security Guard Coverage for Revenue Operations**. Bids must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the solicitation, Bid Number, Bidder's Name and address, and Bidder's Federal Work Authorization User Identification Number. All bids must be submitted to:

Metropolitan Atlanta Rapid Transit Authority
Department of Contracts, Procurement and Materials
2400 Piedmont Road, N.E.
Atlanta, Georgia 30324-3330
Attn: Contract Control (IFB B40399)
[See end of Part 1 for directions]

- d. Bids 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. Bidders should arrive well in advance of the deadline set forth herein because all packages/deliveries to MARTA are scanned prior to acceptance thereof. Bidders should allocate time to have their package scanned so the same is received by MARTA prior to the deadline set forth herein. **Bids will not be accepted on the following days: New Year's Day, Martin Luther King, Jr's birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.**

- e. A Bidder shall submit one (1) original complete bid (which must include the Bid Form) marked "Original," and one (1) compact disc (or USB drive [a.k.a., jump or flash drive]) copy of its bid.
 - f. Each Bidder shall promptly notify MARTA in writing, prior to the Bid Deadline, should the Bidder find discrepancies, errors, ambiguities or omissions in any of Bidder's bid documents or should the intent or meaning set forth in Bidder's bid documents appear unclear or ambiguous.
 - g. Each Bidder shall promptly notify MARTA in writing should the Bidder find discrepancies, errors, ambiguities or omissions in any of the IFB 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 IFB. It is the responsibility of each Bidder to obtain a copy of any addendum issued for this IFB by monitoring MARTA's website at www.itsmarta.com.
- 14. Rejection of Bids; Cancellation of IFB; Waiver of Technicalities.** MARTA reserves the right to reject any bid or all bids or to waive any technical defect in a bid before or after the Bid Deadline. MARTA also reserves the right to (a) reject any bid that contains prices that appear to be unbalanced if MARTA determines, in its sole discretion, that such rejection is in MARTA's best interests or (b) cancel this IFB at any time for any reason or no reason. Additionally, MARTA may, by addendum, modify any provision or part of this IFB at any time prior to the Bid Deadline. The Bidder shall not rely on oral clarifications to the IFB unless they are confirmed, in writing, by MARTA in an issued addendum. MARTA also reserves the right to award based upon a Bidder's original submission without discussion.
- 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. Representation.** By submitting a bid in response to this IFB, Bidder acknowledges and represents that: (a) the accompanying quote is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the Bidder 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 IFB documents (including, without limitation, the Contract) and acknowledges that, if successful, Bidder shall be bound by the requirements stated therein; (c) the signatory to the Bid is the Bidder (or Bidder's duly authorized agent or employee of the Bidder with the authority to bind Bidder hereto); (d) any information or disclosure provided in response to this IFB are fully restated herein and remain truthful and accurate representations up to and including the date Bidder submits its Bid to MARTA; (e) MARTA will not agree to make any substantive revisions to the Contract; (f) it will be bound by MARTA's Code of Ethics available at <http://www.itsmarta.com/uploadedFiles/More/Procurement/Code-of-Ethics-Final->

[2013.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.

- 17. Conflict of Interest:** By submitting a bid in response to this IFB, Bidder is representing and warranting to MARTA that none of the following, during the term of the Contract or for one (1) year thereafter, have or will have any interest, direct or indirect, in the Contract or in any part of the proceeds, therefor: (a) members of the MARTA Board of Directors; (b) officers or employees or former employees of MARTA, or of any representative of MARTA in the administration of this Contract, pursuant to MARTA's Code of Ethics and Standards of Conduct. This Section also applies to members of or delegates to the United States Congress or the Georgia legislature; and members of the governing body, and all other officers and employees, of the City of Atlanta or the counties of Clayton, DeKalb or Fulton.
- 18. Protests:** Any protest or objection to this IFB or the solicitation process related to this IFB must be submitted, in a timely manner, in accordance with the protest procedures set forth on MARTA's website at:

<http://www.itsmarta.com/uploadedFiles/More/Procurement/16-Nov-Bid%20Protest-10.3.59%203-25-2010.pdf>.

- 19. Equal Employment Opportunity and Disadvantaged Business Utilization.** All Bidders are strongly encouraged to consider the use of Disadvantaged Business Enterprises ("DBE(s)") in all aspects of the Contract that will be awarded pursuant to this solicitation process and are required to document their good faith efforts in this regard as an integral part of their Bid. Refer to the Equal Employment Opportunity and Disadvantaged Business Enterprise Requirements. 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/PS/Business/DBE>. MARTA has assigned a **20%** goal for Disadvantaged Business Enterprise (DBE) participation in this project, the Bidder agrees and warrants that Bidder:

(i) Does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin; (ii) comply with all the provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and other relevant orders of the US Secretary of Labor, and Bidder will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and 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 Bidder's compliance with such rules, regulations, and orders; (iii) take affirmative action to assure that Disadvantaged Business Enterprises are strongly pursued for participation on this contract and will document their best efforts to ascertain DBE participation in different aspects of the project as an integral part of their submitted Bid. The breach of any of the foregoing agreements and warranties shall

be a material breach of this contract, for which MARTA, in addition to all other remedies, shall have the right to cancel the contract; and (iv) provide MARTA with a written copy of its equal opportunity policy statement if less than fifty (50) employees and a copy of current written affirmative action plan if fifty (50) or more employees, which will be accomplished prior to Contract award.

- 20. Environmental Purchasing.** MARTA desires to use Environmentally Preferable Purchasing (EPP) criteria when making purchases for commodities and services. Environmentally Preferable Purchasing refers to securing products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy and water; prevent the creation of solid waste, air pollution or water pollution; minimize the use of materials or processes which compromise the environment; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

- a.** Twelve basic categories are used to provide guidance as to what constitutes an environmentally preferable product. These categories include:

- (i) Alternative Energy Source
- (ii) Bio-Based
- (iii) Biodegradable
- (iv) Compostable
- (v) High Recycled Content
- (vi) Low Toxicity
- (vii) Low Volatile Organic Compound (VOC)
- (viii) Pollution (air, water, solid waste) Reduction
- (ix) Recyclable
- (x) Repairable
- (xi) Resource Efficient (water conserving and/or energy efficient)
- (xii) Reusable

- b.** In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all Bids submitted should comply with the following guidelines:

- (i) All copies should be printed double-sided.
- (ii) All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). All Bids should note the level of recycled content contained in the paper being used.
- (iii) Unless absolutely necessary, all Bids and copies should minimize or eliminate the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three-ringed binders, glued materials, paper clips and staples are acceptable.
- (iv) Bidders should submit materials in a format that allows for easy removal and recycling of paper materials.

- (v) Bidders are encouraged to use other products that contain recycled content in their Bid documents. Such products may include, but are not limited to, folders, binders, paper clips, discs, envelopes, boxes, etc. Where appropriate, Bidders may wish to note which products in their Bids are made with recycled materials.
- (vi) Unnecessary samples, attachments or documents not specifically asked for should not be submitted with the Bids.

- 21. Electronic Solicitation Documents.** This IFB is being made available to all Bidders by electronic means. By responding to this IFB, Bidder acknowledges and accepts full responsibility to ensure that it is responding to the correct form of IFB, including any addenda issued by MARTA's Department of Contracts, Procurement and Materials. Bidder acknowledges and agrees that in the event of a conflict between the IFB in the Bidder's possession and the version maintained by MARTA's Department of Contracts, Procurement and Materials, the version maintained by MARTA's Department of Contracts, Procurement and Materials shall govern. The IFB document is available at www.itsmarta.com. A flash drive of the Bid Documents may be purchased for a sum of \$15.00 at MARTA's Contract Control Office, 2424 Piedmont Road, N.E. Atlanta, Georgia, Monday through Friday, 8:30 a.m. to 4:00 p.m. The flash drive may be requested from MARTA either in person at the address above, or by e-mail at contractcontrol@itsmarta.com or by mail at the address noted hereinabove. The Bid documents will be necessary to prepare a bid. Payments may be in the form of credit/debit card, money order or company check made payable to MARTA. Personal checks will not be accepted as payment. For credit/debit card purchases, please contact Contract Control at (404) 848-5580. All payments are non-refundable.
- 22. Award of Agreement; Execution:** If MARTA awards a Contract pursuant to this procurement, MARTA will prepare and forward to the successful Bidder a Contract for execution substantially in the form included in the solicitation document.

The address for receiving all deliveries to MARTA Headquarters Complex (HQ - 2424 Piedmont Rd NE and HO 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:

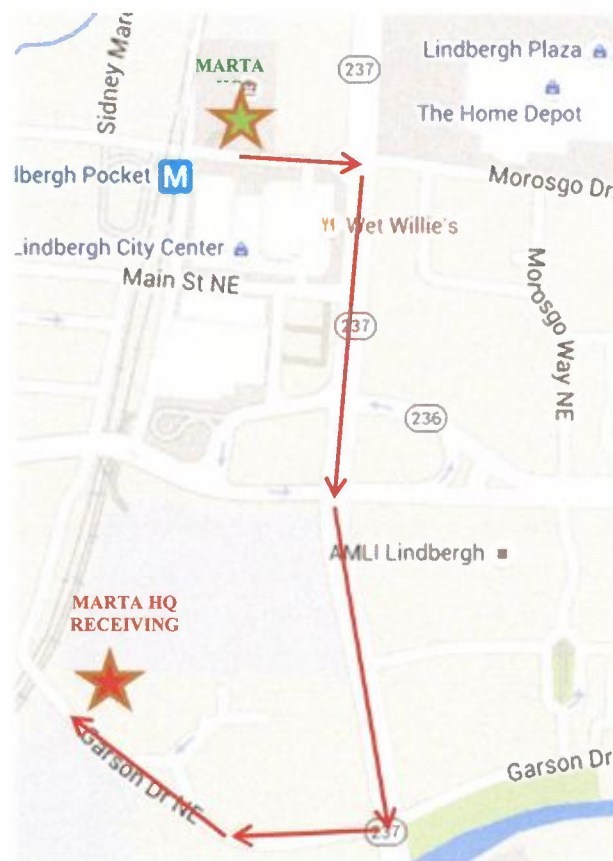
Monday – Friday

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

Driving Directions from I-75/I-85**N**

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)

Driving Directions from I-85 S

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)

Driving Directions from GA-400 S

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.



PART 2: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplementary instructions to Bidders for **IFB B40399** adds to, modifies and/or amends the instructions set forth elsewhere in this solicitation document. In the event of a conflict between the instructions contained in this Part 2 and the balance of the IFB, the terms and conditions set forth in this Part 2 shall control.

I. BIDDER'S QUALIFICATIONS

- A. To allow MARTA to fully understand the Bidder's capabilities, please provide the information requested below as part of the bid submittal. Bidder's shall provide the following information and meet the following minimum requirements. Use additional sheets, if necessary.
1. The Bidder must describe the experience it has, within the last five (5) years in the armed security guard industry and Bidders should highlight each of the following, if applicable. 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 bid deadline and before an award is made:
 - i. Experience in the Atlanta Metropolitan Statistical Area
 - ii. Experience in the armed Security Guard Industry
 - iii. Experience working with federal, state, and local governments; quasi-governmental entities, and public agencies and authorities, specifically public transit agencies.
 2. Bidder must provide evidence that it provides a minimum of 650 billable hours of armed security guard service weekly. Acceptable evidence to establish compliance with the requirement includes, but not limited to, any official business records, or copies of invoices substantiating such services. Such evidence shall be submitted with the Bidder's submittals. 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 bid deadline and before an award is made.
- B. At the time of the bid evaluation and determination, Bidders must:
1. Currently be registered with the Georgia Secretary of State's Office, and the registration must be in "active/compliance" status; and
 2. Be licensed, with an active status, by the Georgia Board of Private Detectives and Security Agencies; and
 3. Shall have at a minimum fifteen (15) armed guards actively registered to the Bidder's company by the Georgia Board of Private Detectives and Security Agencies; and

4. Be able to demonstrate that they have adequate financial, operational, administrative, and logistical resources to meet the Authority's requirements. The level of security services to be performed as indicated in the contract documents

PART 3: SUBMITTAL FORMS

1. Illegal Immigration Reform and Enforcement Act Affidavit (Form 1: 1a, 1b and 1c, as applicable)
2. Acknowledgement of Addenda (Form 2)
3. Bid Form (Form 3)
4. No Conflict of Interest (Form 4)
5. List of Proposed Subcontractors (Form 5)
6. Qualifications and Business References (Form 6)
7. Office of Diversity and Inclusion Submittals (Appendix A)

FORM 1
ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT FORMS

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

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the bid prior to the bid due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself (see Example 1 below). Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit (see Example 2 below).

Example 1: ABC, Inc. and XYZ, Inc. form and submit a bid/proposal 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/proposal 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/proposal submitted by TransitService, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit. All Contractor Affidavits must be notarized.
5. Subcontractor and sub-subcontractor affidavits are not required at the time of bid/proposal submission, but will be required at or prior to Contract execution or in accordance with the timelines set forth in IIREA.

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 _____, 201____

 NOTARY PUBLIC

My Commission Expires:

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 _____, 201____

 NOTARY PUBLIC

My Commission Expires: _____

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 _____, 201_____

 NOTARY PUBLIC

My Commission Expires: _____

FORM 2
ACKNOWLEDGMENT OF ADDENDA

Each Bidder, Proponent or Respondent must complete and submit an acknowledgement with its proposal, bid or response 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. This is to acknowledge receipt of the following Addenda for **B40399 – Armed Security Guard Coverage for Revenue Operations**.

NONE []

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

Date: _____, 20____

Corporate Bidder: [Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Corporate Seal)**

Date: _____, 20____

Non-Corporate Bidder: [Insert Bidder Name]

By: _____

Print Name: _____

Title: _____

**Notary Public (Seal)
My Commission Expires:** _____

FORM 3
BID FORM

On and as of _____, 201_, the undersigned, having examined carefully and become familiar with the (a) accompanying Invitation for Bids for **IFB No. B40399: Armed Security Guard Coverage for Revenue Operations ("IFB")**; (b) any addenda to the IFB; and (c) the Contract (as defined in the IFB) being solicited by the Metropolitan Atlanta Rapid Transit Authority ("MARTA"), hereby submits this proposal to MARTA in response to **IFB No. B40399**.

LINE ITEM	DESCRIPTION	EST. HOURS PER WEEK	X	NO. OF WEEKS	=	TOTAL NO. OF HOURS	X	HOURLY RATE	=	TOTAL BID PRICE
1	Armed Guards Year 1	330	X	52	=	17,160	X	\$ _____	=	\$ _____
2	Armed Guards Year 2	330	X	52	=	17,160	X	\$ _____	=	\$ _____
3	Armed Guards Option Year 1	330	X	52	=	17,160	X	\$ _____	=	\$ _____
Bidders must submit pricing for all line items 1-3 in order to be considered for award of a Contract.										
TOTAL BID PRICE FOR TWO (2) YEARS AND ONE (1) OPTION YEAR (SUM OF LINES 1 - 3, INCLUSIVE)										\$ _____

This is a firm offer irrevocable for 120 days.

Corporate Bidder:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Non-Corporate Bidder:
[Insert Bidder Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

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 (regardless of how indirect and how remote that interest may be) in Bidder's organization and in the proceeds of a Contract and agreement which might be made between Bidder and the Metropolitan Atlanta Rapid Transit Authority as a result of the proposal, quote, bid and/or qualification statement accompanied by this certification, and (e) no person who is or who during the past twelve 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 Bidder's organization.

The undersigned certifies that he/she is legally authorized by the Bidder 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 Bidder from being awarded the Contract and future work by MARTA.

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

Signature _____

Print Name _____

Title _____ Telephone #: (____) _____

Name of Bidder Company _____

Address

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(s) if needed)

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		

- Are you registered to do business in Georgia? Yes ☐ No ☐
 Business Classification: _____
- Is your company licensed to do Business in the State of Georgia? Yes ☐ No ☐
 Business License Number: _____
- Please mark the appropriate classification of your organization.

Individual <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>
Limited Liability Company <input type="checkbox"/>	Joint Venture <input type="checkbox"/>	

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 venturer is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, and joint venture.

- How many years has your organization been in business under your present business name?
 ____ yrs.
- How many years of experience has your organization had in work similar to the work of this Contract?
 - As a prime contractor? _____
 - As a subcontractor? _____

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:		

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

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:	

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 <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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.)

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).

APPENDIX A
OFFICE OF DIVERSITY AND INCLUSION REQUIREMENTS

See Appendix A attached to the Form of Contract set forth in Part 4 of this IFB.

PART 4
FORM OF CONTRACT

See Attached.

**B40399: ARMED SECURITY GUARD COVERAGE FOR REVENUE OPERATIONS
FORM OF SERVICES CONTRACT**

This Services Contract ("Contract") is entered into and effective on and as of _____, 20____ ("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: _____	Contract No: B
Contractor: _____	MARTA Department: _____
Address: _____ _____ _____	Address: MARTA 2424 Piedmont Road, NE Atlanta, Georgia 30324-3330
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Contractor's Authorized Representative: _____	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" or "Services"). 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. Contractor acknowledges and agrees that MARTA is exempt from all State taxes, use taxes and federal excise taxes, and no provisions for such taxes should be included in any price proposal/quote and MARTA will not pay any such tax if included therein or otherwise invoiced.
- (b) Contractor Costs. Unless otherwise expressly provided in this Contract, 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 and workmanlike manner at no additional cost to MARTA.

- (c) Removal of Employees Assigned to MARTA Contract. Within a reasonable period, but not later than 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 terminate 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) 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.
 - (e) 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 execute any additional documents or changes on behalf of MARTA.
2. **TERM.** The term of this Contract shall commence on the Effective Date and expire two (2) years after MARTA provides Contractor with a written Notice to Proceed, unless earlier terminated in accordance with the terms of this Contract. The term 'Notice to Proceed' for purposes of this Contract means a written instruction from MARTA to Contractor instructing the Contractor to commence work under this Contract.

3. **OPTIONS TO EXTEND TERM.** Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that MARTA has one (1) option to extend the term of this Contract for up to one (1) year. MARTA may exercise its option to extend the term by giving Contractor written notice at least thirty (30) days prior to the expiration of the then current term.
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. **COMPENSATION.** MARTA shall only pay Contractor for the Services actually requested by MARTA's Authorized Representative, which are timely performed by Contractor in accordance with the terms of this Contract by Contractor and actually received by MARTA. MARTA shall pay Contractor at the rate(s) set forth in **Exhibit C** or elsewhere in this Contract. Contractor acknowledges and agrees that the total compensation to Contractor shall not exceed **TBD**. Except as set forth in Exhibit C or elsewhere in this Contract, 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 in order to be processed by MARTA: (A) Contract Number; (b) contain a description of the Services rendered; and (c) be sent or delivered in duplicate to MARTA at 2424 Piedmont Rd., Atlanta, Georgia 30324-3330, Attention: **Ms. Charlette Davison Moore**. MARTA will pay each properly formatted, rendered and undisputed invoice within thirty (30) days after the later of MARTA's receipt of the invoice (as noted above) or MARTA's receipt and acceptance of the goods, equipment and/or services.
6. **EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES.**
 - (a) Contract agrees comply with the terms, conditions and goals set forth in Appendix A attached hereto and incorporated herein by this reference.
 - (b) Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, sex or physical handicap/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.
 - (c) Contractors are required to submit with their Equal Employment Opportunity ("EEO") statistical data, as well as, Disadvantaged Business Enterprise ("DBE") utilization commitments. This requirement 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 CFR Part 23] and MARTA Board Policies on equal employment opportunity and DBE contracting goals.

- (d) 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.
- (e) 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.

7. **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 the 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

- (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 the Request for Qualifications, Request for Proposals, Request for Quotes, Invitation to Bid, any other solicitation document 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, Contractor will notify MARTA 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 under this 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) the right to offset against and deduct from the fees payable to Contractor (if any), any amounts due MARTA from Contractor, including, but not limited to, unauthorized or disputed expenses and liquidated damages as described herein (if any). If MARTA pays any sum or incurs any obligations or expense because of the failure, inability, neglect or refusal of Contractor to perform or fulfill any of the terms or conditions of the Contract that it is obligated to perform or fulfill, then MARTA shall have the right to deduct said expenses from Contractors fees coming due under this Contract.
 - (iv) exercise any and all other rights or remedies available under this Contract or at law or in equity.
- 8. **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 to Contractor at least thirty (30) days prior to the date such termination is to be effective.
- 9. **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 to MARTA all Work Product (hereinafter defined), 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.
- 10. **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.
- 11. **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 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.

12. **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 with 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) which shall begin accruing 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 may deduct such amounts due from future invoices until all overpaid amounts (including, interest thereon) are repaid in full.
- (c) 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.

13. **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 and Standards of Conduct (available on-line at www.itsmarta.com). 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 one year 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 twelve 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.

14. **INSURANCE REQUIREMENTS.** Contractor shall comply with the insurance and bonding requirements set forth on **Exhibit D**. Contractor further agrees that its obligation to indemnify and hold harmless MARTA Indemnitees will not be limited to the limits or terms of Contractor's liability insurance, if any, required under this Contract.

15. **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;
- (c) 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; 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.

16. **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.

17. **WORK PRODUCT.**

- (a) Except as otherwise expressly provided in this Contract, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, deliverables, and other work product prepared or authored by Contractor or any of its subcontractors for 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. 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 contractors 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.

- (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 derivative 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.
- (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.

18. **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.

- (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.
 - (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.
19. **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.].*
20. **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. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

21. **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, and if to MARTA, a copy to the head of Contracts, Procurement & Materials at 2424 Piedmont Road NE, Atlanta, Georgia, 30324, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by facsimile with a copy sent by another means specified in this Section; or (c) 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 rights or obligations under it, may be assigned, encumbered, 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 venturers, 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.

- (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 deemed to incorporate all of the Contract Documents, except to the extent that MARTA is authorized under this Contract or applicable law to issue unilateral changes to this Contract. 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. No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Contract.
- (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 publically 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 paragraph. Any delay or suspension of work required under this Article 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. The Federal government published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988", which required the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. MARTA maintains compliance with this Act and all personnel conducting business on MARTA property are subject to MARTA's drug-free workplace policy guidelines.
- (j) Identification of Personnel Security. The Contractor acknowledges and agrees that MARTA may at any time require the Contractor to provide (at Contractor's sole expense) personnel who enter upon MARTA's property with 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 persons while on MARTA property. MARTA will only allow properly certified personnel of the Contractor on MARTA's 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. 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. 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.

22. 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]

[Remainder of Page Intentionally Left Blank]

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:

Print Name: _____

Title: _____

CONTRACTOR:

_____,
a _____

Print Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

1. GENERAL

This is a services contract to provide armed security guard services. The Authority shall not exercise any supervision over the Contractor's employees performing the services herein. The security guard shall be held accountable solely to the Contractor who, in turn shall be held accountable to the Authority.

- 1.1. Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, tools, materials, supervision, and other items necessary to perform armed security guard services as defined in this Scope of Work.
- 1.2. Objectives: The Contractor shall perform armed security guard services to accompany revenue agents throughout the MARTA system. The Contractor shall possess **ALL** licenses required to perform services within the State of Georgia. The Contractor shall bear the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency.
- 1.3. Scope: This performance-based acquisition is to obtain a Contractor to furnish all contract oversight management, supervisory, and technically trained personnel, uniforms, equipment, materials, and supplies necessary to provide routine security protection.

2. SCHEDULING

- 2.1. Weekly Schedule: The Authority projects using, on a regular basis, the following:

Day of Week	# of Guards	Shift Time	# of Hours	Total Hours
Monday	1	6:00AM-2:30AM	8 hours each	8.00
	1	6:00AM-4:30PM	10 hours each	10.00
	1	10:00AM-2:00PM	4 hours each	4.00
	2	12:30PM-8:30PM	8 hours each	16.00
	1	1:00PM-8:00PM	6.5 hours each	6.50
	1	5:30PM-2:00AM	8 hours each	8.00

Tuesday	1	6:00AM-2:30AM	8 hours each	8.00
	4	6:00AM-4:30PM	10 hours each	40.00
	1	10:00AM-2:00PM	4 hours each	4.00
	1	12:30PM-8:30PM	8 hours each	8.00
	1	5:30PM-2:00AM	8 hours each	8.00
Wednesday	1	6:00AM-2:30AM	8 hours each	8.00
	4	6:00AM-4:30PM	10 hours each	40.00
	1	10:00AM-2:00PM	4 hours each	4.00
	4	12:30PM-8:30PM	8 hours each	8.00
	1	5:30PM-2:00AM	8 hours each	8.00
Thursday	1	6:00AM-2:30AM	8 hours each	8.00
	4	6:00AM-4:30PM	10 hours each	40.00
	1	10:00AM-2:00PM	4 hours each	4.00
	1	12:30PM-8:30PM	8 hours each	8.00
	1	5:30PM-2:00AM	8 hours each	8.00
Friday	3	6:00AM-4:30PM	10 hours each	30.00
	1	10:00AM-2:00PM	4 hours each	4.00
	1	1:00PM-8:00PM	6.5 hours each	6.50
	1	5:30PM-2:00AM	8 hours each	8.00
Special Events		Varies	25 hours per week	25.00
			TOTAL HOURS	330.00

2.1.1. Weekly scheduling may vary from time to time with twenty-four (24) hours advance notice from the Authority.

2.1.2. The Authority does not guarantee that it will require the projected armed security guard services as detailed in 2.1 Weekly Schedule or that the total number of hours required will be equal to the number of hours indicated on the bid form (**Form 3**).

2.2. Special events such as sporting events and concerts may need additional coverage with at least twenty-four (24) hours advance notice provided by the Authority.

3. NON-PERFORMANCE ASSESSMENTS

Failure to meet the requirements described in this Scope of Work shall result in any or all of the following actions by the Authority:

1. When security guards are not ready to assume duties within ten (10) minutes of their starting time, MARTA reserves the right to be compensated at a rate of \$35.00 per hour or part thereof. Deductions shall be made at quarter hour increments.
2. In the case of security guards who leave their assignments before the end of the scheduled shift, unless they have been relieved by a substitute supplied by the Contractor, MARTA reserves the right to be compensated at a rate of \$35.00 per hour or part thereof. Deductions shall be made at quarter hour increments.
3. The Contractor must provide a security supervisor to be able to respond, if the need arises, within one (1) hour, to relieve any security guard on any shift. If the Contractor fails to provide a supervisor within one (1) hour, MARTA reserves the right to charge the Contractor \$35.00 per hour, including the first hour.
4. If a MARTA Police Officer is required to fill the security post, the Authority shall be compensated at the hourly rate of \$50.00 for each hour or part thereof that the MARTA Police Officer is required to fill the security post.
5. If a security guard is removed from duty for failure to be in uniform, MARTA reserves the right to be compensated at an hourly rate of \$35.00 per hour or part thereof for each revenue agent delayed in going out on time. Deductions shall be made at quarter hour increments.
6. The sign-in register as well as the security guards' time cards must be brought to the Revenue Operations Coordinator's Office within ten (10) minutes of the start of the AM shift. If the sign-in register and security guards' timecards are not in the Revenue Operations Coordinator's Office within ten (10) minutes of the start of the AM shift,

MARTA reserves the right to be compensated at an hourly rate of \$35.00 for each hour or part thereof for each revenue agent delayed in going out on time. Deductions shall be made at quarter hour increments.

7. The Contractor shall forfeit all pay for that shift of the security guard that was found to be in violation of being armed without being properly licensed by the Georgia Board of Private Detectives and Security Agencies.

4. MULTIPLE SHIFTS

- 4.1. No employee of the Contractor shall provide more than twelve (12) hours of combined service on any one or multiple posts in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
- 4.2. The Authority has the right to assess deduction(s) from Contractor's payments for all hours or parts of hours where security guards exceed the 12-hour on-duty limitation. For each hour or part thereof where a security guard works over 12 hours, the Authority will deduct the hourly compensation rate. Deductions shall be made at quarter hour increments.
- 4.3. The Authority has the right to assess deduction(s) from Contractor's payments for all hours or parts of hours where security guards exceed the 12-hour on-duty limitation. For each hour or part thereof where a security guard works over 12 hours, the Authority will deduct the hourly compensation rate. Deductions shall be made at quarter hour increments.

5. TRAINING

- 5.1. Weapons Training: All security guards and uniformed supervisory personnel working under this Contract must complete, at no cost to the Authority, the required minimum State of Georgia firearms, chemical defense and baton training prior to starting work on the Contract. The classroom and range instructor must be licensed in the State of Georgia as an instructor. In addition, the baton and chemical spray training must be conducted by a Certified Spray and Baton Instructor.
- 5.2. On the Job Training: Security Guards assigned to the Authority's account must receive, at no cost to the Authority, a minimum of on-the-job training of four (4) eight-hour shifts. Security Guards are to receive training on all details, including but not limited to: Breeze Machine Vending, Vault Truck Collection, Mobility Collection, and Special Event Coverage.
- 5.3. Training Documentation: A report of completion of all required training shall be submitted by the Contractor for each security guard (See **Exhibit A-1**). The training

must be completed prior to any employee beginning work as a security guard under this Contract.

6. SPECIFIC INSTRUCTIONS

6.1. Standard of Conduct for Contractor's Personnel:

6.1.1. The Contractor is responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the Contract:

- 6.1.1.1. Using personal electronic equipment such as cellular phones, computers, digital assistants, electronic games, audio or video equipment, televisions, etc. while on duty. **Use of personal cell phones is permitted only during scheduled breaks and lunch times and not during revenue collection.**
- 6.1.1.2. Using or possessing personal reading materials (newspapers, magazines, and books), engaging in academic studies, or playing games (cards, puzzles, etc.) while on duty.
- 6.1.1.3. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling while on duty.
- 6.1.1.4. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the Authority while on duty.
- 6.1.1.5. Theft, vandalism, or any criminal actions.
- 6.1.1.6. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test while on duty.
- 6.1.1.7. Improper use of official authority or credentials
- 6.1.1.8. Violation of security procedures, Post Orders, memorandums, regulations or other directives.
- 6.1.1.9. Disclosure of any information involving duty assignment(s), security equipment, practices, procedures, operations, or other security related issues.
- 6.1.1.10. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out

assigned tasks, violating security procedures or regulations, or any other act, that constitutes neglect of duties.

- 6.1.1.11. Unauthorized post abandonment; not remaining on duty until properly relieved; deserting a duty post.
- 6.1.1.12. Gambling or unlawfully wagering or promoting gambling while on duty.
- 6.1.1.13. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
- 6.1.1.14. Employment as an employee of the Authority in any position that would constitute a real or apparent conflict of interest.
- 6.1.1.15. Misuse of issued weapons or the carrying of any non-issued weapons, as defined by Federal, State, or local law in the jurisdiction where the violation occurs.
- 6.1.1.16. Contractor's personnel are expected to behave courteously and professionally toward all persons encountered in the performance of Contract related duties, including the general public. The Contractor Administrator may require the removal of the employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this Contract.

6.2. Appearance:

- 6.2.1. The security guard must adhere strictly to the code established by the Authority. The Contractor shall own, maintain and provide all necessary uniforms and accessories consistent with duties, to include foul and cold weather gear for its employees. The security guards should maintain their uniform, equipment and personal appearance to project the image of professionalism (See **Exhibit A-2** for uniform requirements).
- 6.2.2. The Contractor's employees shall be in a complete uniform at all times while on duty. Contractor's employees who report for duty out of uniform may be subject to removal from the Contract for the assigned shift. If a Contractor's employee is removed from duty for failure to be in uniform, deductions will be assessed at the hourly compensation rate.
- 6.2.3. All security guards must be uniformed, neat in appearance, and identified by a logo of some type indicating the security guard company. In the event security

personnel are provided by a sub-contractor, all personnel shall wear the same uniform.

7. PERSONNEL SPECIFICATION REQUIREMENTS

To be eligible to perform under this Contract, each uniformed security guard shall meet the following education, experience and security requirements.

7.1 Education/Experience:

7.1.1 Each security guard must possess a high-school diploma or GED equivalency certificate and have three (3) years of armed security or law enforcement experience in the past five (5) years. Proof of eligibility of requirements must be submitted to MARTA's Contracting Officer Technical Representative (COTR) prior to the security guard being brought on duty with the contract.

7.2 Security guards shall be proficient in basic verbal and written communication skills in the English language.

7.3 Security guards must be capable of quickly maneuvering and maintaining periods of standing for the majority of their shift. Guards must be physically able to do their assigned duties.

7.4 Selection of all security personnel should include consideration of character traits, motivation and ability to perform those mental and physical tasks required of security personnel.

7.5 The Contractor shall require a pre-employment drug screen and provide proof thereof to the Authority with regard to the sensitivity and responsibilities associated with this Contract. Upon request by the COTR the Contractor shall provide satisfactory evidence of all security guards passing the foregoing.

7.6 The Contractor shall submit copies of all armed security guard weapons permits for those security guards assigned to the MARTA account.

7.7 The Contractor shall submit copies of arms qualifications and instructions for verification, if requested.

7.8 The Contractor shall conduct an initial criminal background investigation of security personnel and will provide copies of their findings to the COTR.

7.8.1 The Contractor shall, going forward, conduct criminal investigations annually, at a minimum and will provide copies of their findings to the COTR.

7.9 The Authority reserves the right to refuse to accept the assignment of any of the Contractor's personnel based upon the background investigation information. At a minimum, any personnel with a felony conviction or a misdemeanor conviction involving theft, moral turpitude, or violence will not be accepted for assignment under this Contract. If any individual is assigned under this Contract prior to receipt by the Authority of the background investigation information, and a review of such information results in a determination that the individual is not acceptable to the Authority, the COTR shall immediately notify the Contractor of such determination and the individual will immediately be removed from assignment under this Contract.

8. FINGERPRINTING

Security guards shall undergo a fingerprint record check annually, at no cost to the Authority, against the records of the Georgia Crime Information Center and the National Crime Information Center. Upon request, the Contractor shall provide documentation to the COTR within three (3) business days.

9. FIREARMS/AMMUNITION/OTHER WEAPONS

- 9.1. Armed security guards must be provided with a 24-inch police style baton or an ASP baton or chemical foam spray designed for defensive purposes; a .38 caliber firearm with a four-inch barrel and one set of handcuffs. Ammunition will be 158-grain hollow point. The mount of rounds that will be carries is not less than 12 and no more than 18.
- 9.2. Firearms are to be routinely maintained, off MARTA property, and shall be subject to random inspection by MARTA.
- 9.3. The Contractor shall ensure all guards and supervisors performing on-site duties are certified, and in compliance with all current firearms suitability, licensing, and permit requirements for the State of Georgia. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the Contract, including any and all option periods the Authority exercises.
- 9.4. Firearms shall be furnished by the Contractor to equip each armed guard and supervisor with their individually assigned firearm. Personal weapons shall not be used. Firearms shall be inspected and test fired by the Contractor prior to issuance to the guards. The Contractor may be required to submit proof of the inspection and testing of firearms.

10. COURT APPEARANCES

Should the Authority require additional and unscheduled work for court appearances. The Contractor will be reimbursed for the time their guards are required to spend in court either as a party or witness to incidents occurring in the performance of duty under this Contract. Guards required to form duties in this capacity are to be compensated at their normal rate of pay for the entire period that is required to be present for court proceedings, including time spent waiting for the case to be called and waiting to provide testimony.

11. LOSS OF REVENUE

Compensation shall be made to MARTA for all theft, loss, or discrepancies where investigation deems a security guard is cause for loss. If, after investigation, it is determined that a security guard is the cause of a loss, theft, or discrepancy, MARTA reserves the right to permanently remove the security guard from the contract. This removal is not contingent upon charges and/or convictions.

EXHIBIT A-1
RECORD OF TRAINING COMPLETION

[illegible]

EXHIBIT A-1 CONT'D
CONTRACTOR'S CERTIFICATION OF TRAINING

Employee's Name: _____

Last 4 SSN: _____

I hereby certify that the above named employee has successfully completed the required training as set forth in Section 5.1 and Section 5.2 of the Scope of Work.

(Name of Instructor)

(Name of Company)

Comments: _____

EXHIBIT A-2
CONTRACTOR FURNISHED UNIFORM REQUIREMENTS

Section 1. Uniforms: Contractor Furnished Uniform Items

The Contractor shall furnish uniform clothing items, as indicated below, to all productive and supervisor security guards performing on the Contract. Badges, patches and other approved devices worn on the uniforms shall carry distinctive markings of the company in compliance with applicable state and local laws.

Definitions:

1. Uniform –

A. Dressed alike; unvarying. Of the same style, materials, and color as a distinctive dress worn by members of an organization without diversity in appearance.

B. A single suit of that dress.

2. Class A Uniform – (worn as winter dress) Issued hat, issued long sleeve button down shirt, issued clip on only type necktie (clip on or break away style), issued dress trouser, issued badges and insignias, issued black leather duty gear, (holster, ammo pouch, mace holder, baton holder), black in color socks, black in color shoes/boots.

3. Class B Uniform – (worn as summer dress) Issued hat, issued short sleeve button down shirt (open collar – no tie), remaining items are the same as Class A Uniform above (except - no long sleeve shirt or tie). As an alternative summer uniform, polo style shirts embroidered with the security company logo may be permitted. All security guards assigned to the account must wear the same style shirt (short sleeve button down or polo); no mix-matching of different styles.

Section 2. Purpose:

The purpose of this issuance is to provide guidelines and standards of the Security Officer duty uniform while on-duty and/or special events/occasions.

Section 3. Responsibilities:

The Contractor and contractor employee will ensure adherence to the contract uniform standards.

Section 4. General Procedures:

From the following general procedures are standards, which must be consistent in the wearing of the Security Officer duty uniform under the contract.

1. The appropriate military style rank insignia, if applicable, will be worn and affixed to the collar flap of the duty uniform shirts.

- a. Company-issued rank insignia for captain and lieutenant etc. will be positioned parallel, vertically, inline next to the inner seam of the collar flap, equally spaced on each side.
 - b. Company-issued rank insignia for sergeant, corporal, etc. will be positioned oblique, vertically opposed to the seam, one inch above the tip, and equally spaced.
2. Appropriate Company -issued metal constructed Security badges will be worn on the Company-issued Class A or B (short sleeve) shirt on the left side above the breast pocket. Company-issued cloth constructed Security badges will be worn on the left side and positioned as the Class A or B shirt; and will either be sewn or ironed on the Company-issued police style jackets, or coats.
3. Appropriate issued metal constructed name plates, if applicable, silver or gold in color (matching breast badge tone) will be affixed to the right breast pocket flap, centered evenly horizontally to the top of the flap seam. Issued cloth type nameplates or embroidered nameplates will be affixed atop of the right breast pocket flap, centered evenly, and horizontally.
4. All uniforms will be worn as a matched pair; no mix-matching different styles of uniform clothing to make a complete uniform for duty wear. Deviations will be considered to be out of uniform and the post shall be deemed opened.
5. Black in color dress shoes, safety shoes, or boots are authorized for wear with the Class A or B uniform. Only black in color shoe/boot laces will be authorized. Athletic style shoes of any color are not authorized.
6. During inclement weather conditions, black in color baseball style or trooper style winter hats may be worn with either Class A/B uniform.
7. Issued raingear may be worn with all uniforms. The color of the raingear must be black or orange in color.
8. Issued gloves may be worn with all uniforms. The color of the gloves must be consistently matched with the duty uniform. No logos, or other identifiable markings or words are authorized on the outside of the gloves; with the exception of minute sized manufacturer labels. During inclement or darkness of night, reflective gloves may be worn for safety reasons.
9. Due to safety reasons, Officers shall not wear listening devices i.e., headphones, radio, MP3, CD, DVD, computer style headphones during the performance of their assigned duties – only on an authorized break, off post and out of public view. Cell

phone earphones/listening devices e.g. blue-tooth may not be worn.

- 10.** Eyeglasses and sunglasses must maintain a professional appearance and style. No multicolored or unprofessional looking frames. No mirrored lenses are authorized. An exception of this standard is prescription lenses or polarizing for medical reasons only with supporting documentation and prior approval from the Contract Administrator.
- 11.** Issued foul weather gear, jackets and coats may be worn as necessary with the uniform.
- 12.** Males must be clean-shaven (a mustache is permitted but neatly trimmed at all times) and well-groomed including a neatly trimmed haircut. Earrings on male security officer are not permitted.

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.

None.

EXHIBIT C
PAYMENT TERMS

COMPENSATION – All requirements contained in Form of Services Contract Section 5, Compensation apply except for the following:

Except as set forth in Exhibit C or elsewhere in this Contract, the Contractor may bill for the Services actually requested and rendered on a monthly basis.

Instead, the frequency of billings may be adjusted upon mutual agreement of MARTA and the Contractor.

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 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.**

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. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. 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:

Employer's Liability:

Bodily Injury by Accident/Disease
Bodily Injury by Accident/Disease
Bodily Injury by Accident/Disease

State of Georgia Statutory Coverage

\$100,000 each accident
\$100,000 each employee
\$100,000 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 **\$1,000,000 per occurrence**. The following indicated extensions of coverage must be provided (only if the box is checked):

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Medical Expense
- ☒ 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 Insurance in the amount of **\$5,000,000**. 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/Errors & Omission Insurance

Contractor shall procure and maintain Professional Liability with not less than **\$1,000,000** 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. Crime/Employee Dishonesty Insurance

Contractor shall procure and maintain Crime/Employee Dishonesty coverage with not less than **\$1,000,000**.

EXHIBIT E
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 (regardless of how indirect and how remote that interest may be) 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 proposal, quote, bid and/or qualification statement accompanied by this certification, and (e) no person who is or who during the past twelve 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 SIGNED AND SUBMITTED TO MARTA.

Signature _____

Print Name _____

Title _____ Telephone #: (____) _____

Name of Proponent Company _____

Address _____

APPENDIX A
OFFICE OF DIVERSITY AND INCLUSION REQUIREMENTS

See attached.

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

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*, *Environmental Justice Executive Order No. 12898*, *Executive Order 11246*, *Executive Order 11625*, *49 CFR Part and 26*, and the MARTA Board Policies on equal employment opportunity (Exhibit A), and the utilization of disadvantaged business enterprises (Exhibit B). The Contractor is required to take certain actions designed to assure equitable participation of minority persons and women in its work force, as well as the maximization of opportunities for disadvantaged business enterprises.

Part I details the equal employment opportunity requirements; Part II outlines the disadvantaged business utilization requirements; and Part III requires the Contractor's employment data, details on disadvantaged business utilization, and certification.

PART I - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A. Utilization Analysis

1. This submittal requirement is applicable to each entity, including each separate partnership, corporation, company, joint venture, or other entity, regardless of its level of participation, comprising the business organizations or entities submitting the bid(s). Each Contractor, desirous of doing business with the Authority, shall be required to submit a current affirmative action program if their workforce is 50 or more employees. The affirmative action program should include a utilization analysis by job category, an underutilization analysis, a program of goals and timetables to correct any such underutilization, and other data called for by the Authority's Office of Diversity and Equal Opportunity. A current Equal Employment Opportunity Policy statement is required if the Contractor's workforce is less than 50 employees.

B. Underutilization Analysis

1. "Underutilization" is defined as employing fewer minorities in a particular job category than would reasonably be expected between their availability in the general population, or fewer women in a particular job category than would reasonably be expected based on their availability in the labor market. In determining whether minorities or women are being underutilized in any job category, the Contractor will consider all of the following factors:
 - a. The minority population of the area encompassed by the MARTA system;
 - b. The size of the minority and female unemployment force in the labor area encompassed by the MARTA system;
 - c. The percentage of minority and female work forces as compared with the total work force in the labor area encompassed by the MARTA system;

- d. The general availability of minorities and women having requisite skills in the labor area encompassed by the MARTA system;
- e. The availability of minorities and women having requisite skills in an area from which the Contractor can reasonably recruit;
- f. The availability of promotable minority and female employees within the Contractor's organization;
- g. The anticipated expansion, contraction and turnover in the work force;
- h. The existence of training institutions capable of training minorities and women in the requisite skills; and
- i. The degree of training which the Contractor is reasonably able to undertake as a means of making all job classes available to minorities and women.

C. Goals and Timetables

1. In the event there is an underutilization of minority or female employees, the Contractor shall also be required to include in its affirmative action plan, a program, including goals and timetables, for correcting these deficiencies.
2. An effective affirmative action program shall contain, but not necessarily be limited to, the following elements: (a) development or reaffirmation of the Contractors' equal employment opportunity policy in all personnel actions; (b) formal internal and external dissemination of the Contractors' policy; (c) establishment of responsibilities for implementation of the Contractor's affirmative action program; (d) identification of underutilization by organizational units and job categories; (e) where underutilization occurs, development and execution of a program establishing corrective and affirmative goals and objectives by organizational units and job category, including timetables for completion; (f) design and implementation of internal audit and reporting systems to measure effectiveness of the total program; (g) internal active support of local and national community action programs. Support data for the above analysis and program shall be compiled and maintained as part of the affirmative action program. This data should include progression line charts, seniority rosters, applicant flow data, and applicant rejection ratios indicating minority and female status.
3. Goals shall be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. The use of goals is not intended and should not be used to discriminate against any applicant or employee because of race, color, religion, sex or national origin.

D. Reports

1. All Contractors doing business with the Authority shall submit at least quarterly reports as may be requested by the Executive Director, Office of Diversity and Equal Opportunity or a designee. Such employment reports shall include such information as to the practices, policies, programs, and statistics of the Contractor, and shall be in such form, as the Authority may prescribe.

E. Subcontractors

1. Subcontractors are bound by the same requirements as Contractors, who shall be responsible for the compliance of their Lower tier contractors.

F. Responsibility for Implementation

1. Each Contractor shall designate, and notify the Authority of the person who will be responsible for implementing its equal opportunity policy and plan.

G. Compliance

1. The Contractor agrees to comply, and assures the compliance of each sub recipient, lessee, third party contractor, or other participants at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 49 U.S.C. § 2000e, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued.
2. Failure to comply with the Authority's Equal Employment Opportunity policy may constitute cause for cancellation or termination of the contract and may render a Contractor ineligible for future contracts with the Authority. Immediately upon finding that a Contractor is in noncompliance, the Authority shall issue a notice to the Contractor giving it thirty (30) days to show cause why the contract should not be terminated. If the Contractor fails to develop and implement an acceptable affirmative action program within thirty (30) days, the Authority shall issue a notice of proposed cancellation or termination of existing contracts and subcontracts and debarment from future contracts and subcontracts. The Contractor shall have ten (10) days to request a hearing. If a request has not been received in ten (10) days, the Contractor will be declared ineligible for future contracts and contracts will be terminated for default.
3. During the "show cause" period of thirty (30) days, every effort shall be made by the Authority through conciliation, mediation and persuasion to resolve the deficiencies that led to the determination of noncompliance.
4. Any prime Contractor or Subcontractor declared ineligible for further contracts or subcontracts may request reinstatement in a letter directed to the Authority. In connection with the reinstatement proceeding, the prime Contractor or Subcontractor shall be required to show that it has established and will carry out employment policies and practices in compliance with the Equal Employment Opportunity requirements.

H. Records

1. The Contractor and Subcontractor shall permit access to their books, records, and accounts by OFCCP, the Federal DOT, or the Federal Transit Administration and the Authority's Executive Director, Office of Diversity and Equal Opportunity or a designated representative for purpose of investigation to ascertain compliance with the foregoing requirements.

I. Federal Nondiscrimination Provisions Pursuant to 41 CFR Part 60-1.4(b)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, religion, color, sex, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of *Executive Order* 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by *Executive Order* 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted contracts in accordance with procedures authorized in *Executive Order* 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in *Executive Order* 11246 of September 24, 1965, or by rule, regulation, or order, of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (I.1) and the provisions of paragraphs (I.1) through (I.7), in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of *Executive Order* 11246 of September 24, 1965, so that such provisions will be binding upon each

Subcontractor or vendor. The Contractor will take such action with respect to any Subcontractor or purchase order as the Administering Agency 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 vendor as a result of such direction by the Administering Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

J. Federal Nondiscrimination Provisions Pursuant to 49 CFR Part 21.

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, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
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 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 (J.1) and the provisions of paragraph (J.1) through (J.6) 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 *Executive Order 11625*, 49 CFR Part and 26, and MARTA Policy.

1. It is the policy of the Federal Government and the Authority to ensure a "level playing field" and foster equal opportunity for small businesses pursuant to the Department of Transportation's 49 CFR Part 26. 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 disadvantaged business enterprises 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 requirement 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 disadvantaged business enterprises in all 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.B, 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 judgment, 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 20% 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 Office of Diversity and Equal Opportunity, whenever a DBE subcontractor, performing work related to this contract, is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. 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 Executive Director of Diversity and Equal Opportunity.
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 proposal. Such reasonable efforts may include, but are not limited to, some or all of the following:
 - a. Attendance at the pre-proposal conference if any;
 - b. Follow-up of initial solicitations of interest in a timely fashion by contacting DBEs to determine with certainty 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;
 - 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 minority business technical assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.
6. **Disadvantaged Business Enterprise** means a 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. Disadvantaged business enterprise firms 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 \$22,410,000.
 - b. An individual is socially disadvantaged if (i) he or she is a citizen of the United States or a lawfully admitted permanent resident, and (ii) because of his or her race, color, national origin, gender, physical handicap or mental disability, long term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control, he or she has been negatively affected with respect to his or her entry into or advancement in the business world.

- c. A socially disadvantaged individual is economically disadvantaged if he or she and his or her business are in a more difficult economic situation than most businesses and owners that are not socially disadvantaged.
 - d. Any group or individual may, upon a proper showing, be found to be socially and economically disadvantaged. There is a presumption, which, however, may be rebutted by evidence of any appropriate kind, that members of the following groups are socially and economically disadvantaged; (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa; (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; (iii) "Native Americans," which includes persons whose origins are American Indians, Eskimos, or Native Hawaiians; (iv) "Asian-Pacific Americans," which includes persons whose origin are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marianas; (v) "Asian-Subcontinental Americans," which includes persons whose origins are from India, Pakistan, or Bangladesh; and (vi) "Women," regardless of race, ethnicity, or origin.
 - e. 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.
 - f. The definition of a disadvantaged business enterprise is in Part II.A.5 based upon DOT regulation 49 CFR Part and 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 disadvantaged business enterprises and joint ventures involving disadvantaged businesses to submit, through the Contractor, appropriate certification to the Authority as shown in the Disadvantaged Business Disclosure Requirements (Exhibits D and E). On the basis of these disclosures 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 proposal 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 the Office of Diversity and Equal Opportunity. The Authority's Office of Diversity and Equal Opportunity 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 Executive Director, Office of Diversity and Equal Opportunity or a designee in any reviews of the Contractor's procedures and practices with respect to disadvantaged business enterprises which the Executive Director, Office of Diversity and Equal Opportunity may from time to time conduct.

B. DBE Reporting and Recordkeeping Requirements.

- 1. The Contractor shall submit periodic reports (i.e. dependent upon the duration of the contract) of contracting with disadvantaged business enterprises in such form and manner and at such time as prescribed by the Authority (Exhibit C-1 is currently required to be submitted within 10 calendar days following the end of each calendar quarter) for contracts with 12 months duration. If the contract duration is for less than 12 months period, reports must be submitted within 10 calendar days following the end of each month. Any failure to submit this report within 10 days of the end of a month or quarter, as specified by MARTA, could potentially cause a delay in future progress payments.
- 3. 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 Executive Director, Office of Diversity and Equal Opportunity, 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.
- 4. To ensure that all obligations under any contract awarded as a result of this proposal 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 the Authority's Office of Diversity and Equal Opportunity any situation in which regularly scheduled progress payments are not promptly made to DBE Subcontractors. Prompt payments to disadvantaged businesses are a requirement of 49 CFR Part 26 and are subject to interest charges, when not made within five (5) days of the Authority paying the Prime Contractor.

C. Miscellaneous Requirements.

1. There should be no restrictions through, for example, law provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevent the minority or women owners, without the cooperation or vote of any owner who is not a minority or woman, from making a business decision of the firm in accordance with 49 CFR 26.27(c).
2. The Contractor shall take affirmative steps in establishing local banking requirements for funds received from this project. Failure to investigate the opportunities to use banking institutions owned and controlled by minorities and women in good faith may cause a Contractor to be in non-compliance with 49 CFR 26.27. The Federal requirement states that deposits in banking institutions are not to be considered toward fulfillment of the DBE goals.
3. **Subcontractor Agreements.** After Contract Award, the Contractor will be required to submit copies of signed subcontract agreements with all subcontractors and sub recipients they will use to the Executive Director of Diversity and Equal Opportunity 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 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.
4. **Prompt Payment and Retention. Prompt Payment and Retention for Subcontractors.** 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 5 days after the Authority has paid the Contractor for such work. The Contractor will not be paid for work performed by a subcontractor until the prime ensures that the subcontractor is paid. 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 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. 5 days from receipt of payment by MARTA) will bear interest of 1% per month on the unpaid balance. The

Contractor shall not delay or postpone payment to a subcontractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

5. **Prompt Payment and Retention for Lower Tier Contractors.** 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 5 days after the Prime has paid the Subcontractor for such work. The Contractor will not be paid for work performed by the lower tier contractor until the subcontractor ensures that the lower tier contractor is paid. 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 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. 5 days from receipt of payment by MARTA) will bear interest of 1% per month on the unpaid balance. The Subcontractor shall not delay or postpone payment to the lower tier contractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

6. **Arbitration.** The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes. 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 Executive Director of Diversity and Equal Opportunity.
7. 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.
8. The Contractor must provide MARTA's Office of Diversity and Equal Opportunity with the name and contact information for the EEO officer who will be responsible for all matters pertaining to Affirmative Action and DBE participation for the duration of the contract. During the term of the contract,

the contractor's EEO officer will be responsible for the completion and submission of all quarterly reports to MARTA's Office of Diversity and Equal Opportunity. In addition, the EEO 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.

9. **Contract Compliance.** The Contractor shall comply with all Davis Bacon, Affirmative Action, Americans with Disabilities Act (ADA), Equal Employment Opportunity (EEO), and Disadvantaged Business Enterprise (DBE) laws, Executive Orders, and regulations. The Office of Diversity and Equal Opportunity 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.
10. The contractor shall establish and maintain policies that provide opportunities for the full utilization and skill-improvement opportunities to assure the increased participation of minority groups and disadvantaged persons and women on their projects.
11. 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), Equal Employment Opportunity (EEO), and Americans with Disability Act (ADA).
12. The contractor shall provide the Office of Diversity and Equal Opportunity their full cooperation and support during the Equal Opportunity Compliance Reviews of their company.

D. Civil Rights Requirements

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

1. Nondiscrimination in Federal Transit Programs. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
2. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of title VI of the Civil rights Act," 49 CFR Part 21, and any implementing requirements FTA may issue.
3. Equal Employment Opportunity. The Contractor agrees to comply, and assure the compliance of each subcontractor at any tier of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC 42 U.S.C. § 2000e, and 49 USC 42 U.S.C. § 5332 and any

implementing requirements FTA may issue. The contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. Affirmation action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. The Contractor also agrees to comply with any implementing requirements FTA may issue. Failure by the Contractor to carry out the terms of the EEO program will be treated as a violation of the Contract or Agreement.

4. Disadvantaged Business Enterprise. The Contractor agrees to comply with section 1101 (b) of TEA-21, 23 USC 42 USC § 101 note, and US DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 23. The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract supported with Federal assistance derived from the US DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Contractor agrees to take all necessary and reasonable steps set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all subcontracts supported with Federal assistance derived from the USDOT. The Authority's DBE program, as required 49 CFR Part 26 and approved by the USDOT, is incorporated by reference and made part of the Contractual Agreement.
5. Discrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC 42 USC §§ 1681 *et seq.*, with implementing USDOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or activities receiving Federal Financial Assistance," 49 CFR Part 25, and with any implementing directives that US DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
6. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
7. Access Requirements for Persons with Disabilities. The Contractor agrees to comply with all applicable requirements of 49 CFR § 5301 (d), which states the Federal policy that elderly persons and person with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agree to comply with all applicable requirement of Section 504 of the Rehabilitation Act of 1973 as amended, 29 USC § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disability Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to the Act, and with the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Contractor agrees to comply with

all applicable requirements of the following regulations and any subsequent amendments thereto:

- a. US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37;
- b. US DOT regulations, "Nondiscrimination on the Basis of handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- d. US DOJ Regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- e. US DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in commercial Facilities," 28 CFR part 36;
- f. US General Services Administration (US GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g. US Equal Employment Opportunity commission, "regulations to Implement the Equal Employment Provisions of the Americans with Disability Act," 29 CFR Part 1630;
- h. US Federal Communication Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and speech Disabled," 47 CFR Part 64;
- i. US ATBCB, "electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
- j. FTA regulations, "Transportation for Elderly and Handicapped persons," 49 CFR Part 609; and
- k. Any implementing requirements FTA may issue.

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 MARTA deems appropriate.

8. Access to Services for Persons with Limited English Proficiency. The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Person with Limited English Proficiency," 42 USC § 2000d-1 note, and US DOT Notice, "DOT Policy Guidance concerning Recipients' Responsibilities to Limited English Proficiency (LEP), 70 *Federal Regulation* 74087, December 14, 2005.
9. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental

Justice in Minority Populations and Low-Income Populations," 42 USC § 4321 note.

10. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 USC §§ 201 *et seq.*, and any amendments to these laws.
11. Other Nondiscrimination Statutes. The Contractor agrees to comply with all applicable requirement of any other nondiscrimination statute(s) that may apply to this Contract
12. 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.
13. Contract Assurance. (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
 (b) 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.

PART III – EEO STATISTICAL DATA FOR PRIME CONTRACTORS

A. Employment Data

The Bidder shall provide 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							
	TOTAL MALES AND FEMALES	MALES	FEMALES	MALES				FEMALES			
				BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	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 ☐ Atlanta-area workforce ☐ Total permanent workforce (outside Atlanta area))

* Bidders with 50 or more employees are required to submit a copy of their written Affirmative Action Plan

** Bidders with less than 50 employees are required to submit a copy of their Equal Opportunity Policy statement signed by an authorized company official.

B. SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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	Address	Type of work and contract item or parts thereof to be performed	Projected commencement & completion date of work	* Agreed Upon Price w/ DBEs owned and controlled by minorities	* Agreed Upon Price w/ DBEs owned and controlled by women
*Dollar value of each DBE agreement should be listed in one, not both of the "Agreed Upon Price" column; totals of the columns are to at least equal the DBE goals.				Totals	

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 EEO and DBE, 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 Disadvantaged Business Enterprise(s) (which are otherwise deemed by the Authority to be technically responsible to perform the work) listed in Part III B for the work listed in Part III B at the price(s) set forth in Part III B conditioned upon execution of 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 Executive Director of Diversity and Equal Opportunity. 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 Executive Director, of Diversity and Equal Opportunity 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: _____ Title: _____ Date of Signing: _____

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

Address: _____

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

OFFICE OF DIVERSITY AND INCLUSION

EXHIBITS

Title	Exhibit
Equal Employment Opportunities	A
Minority Business Enterprise	B
Disadvantaged Business Enterprise	B-1
Monthly Construction Workers Utilization Report	C *
Quarterly Report of Disadvantaged Business Enterprise	C-1
EEO Data Form	D
Joint Venture Disclosure	E
Disadvantaged Business Enterprise Goal Requirement	F
Good Faith Efforts	G **
Minority-Owned Banks	H
TVM Certification of Compliance	I ***

***Exhibit C** (To be included in construction contracts only)

****Exhibit G** (To be included only in contracts with DBE goals)

*** **Exhibit I** (To be included in TVM contracts only)

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
RESOLUTION: EQUAL EMPLOYMENT OPPORTUNITIES
ADOPTED BY THE MARTA BOARD AUGUST 9, 1971**

The Metropolitan Atlanta Rapid Transit Authority (MARTA) desires to give all citizens equal opportunities in the building and operation of its transit system; and

Discrimination based on race, color, sex and religion or national origin is prohibited by Title VII of the Civil Rights Act of 1964 and Executive Order 11246 prohibits discrimination in federally funded and federally-assisted projects; and

MARTA has an obligation concerning its employment practices and the employment practices of its contractors and their subcontractors to take affirmative action to ensure that applicants and employees are not discriminated against based on race, color, religion, sex or national origin.

NOW, THEREFORE, BE IT RESOLVED, that MARTA shall recruit, screen, hire and promote its personnel and require all of its contractors and subcontractors to recruit, screen, hire and promote their personnel without regard to race, color, sex, religion and national origin; and

It shall be the policy of MARTA to achieve and maintain in all of its organizational units and to require all of its contractors and their subcontractors to achieve and maintain in all of their organizational units, levels of minority manpower utilization at least equal to the goals which MARTA shall establish for each segment of its activities after making appropriate factual determinations through its Office of Diversity and Inclusion Compliance Review in accordance with the attached utilization plan, affirmative action plan and guidelines which are made a part of this Resolution by reference. The Office shall be established and it shall make factual findings and set goals as soon as practicable after favorable vote at the referenda and in any case before MARTA lets contracts for construction of its rapid transit system. The goals as they relate to those job categories which are enumerated in the Atlanta Plan of the Department of Labor shall in no case be less than the numbers specified in said Atlanta Plan. As to the other job categories, goals must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire program work effectively; and

In any situation of under-utilization of minority manpower, MARTA and its contractors and their subcontractors shall undertake affirmative action programs, within contemplation of Executive Order 11246, including the provision of training to minority workers, to achieve and maintain the objectives of this policy.

This policy statement shall be distributed, both internally and externally, and shall be made a part of all of the Authority's invitations to bid.

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
RESOLUTION: ADOPTION OF REVISED MINORITY BUSINESS
ENTERPRISE
CONTRACTING GOALS ADOPTED BY THE MARTA BOARD
DECEMBER 22, 1980**

WHEREAS the Metropolitan Atlanta Rapid Transit Authority (MARTA) desires to afford all citizens equal opportunity to participate in the design, construction and operation of the transit system; and

WHEREAS discrimination based on race, color, sex, religion and national origin is prohibited by the Civil Rights Act of 1964 and Executive Order 11246, as amended; and

WHEREAS Executive Order 11625 of 1971 prescribes the development of a program to achieve full participation of minority businesses in the free enterprise system; and

WHEREAS Title VI of the Civil Rights Act requires that appropriate steps be taken to ensure access of all citizens to the services derived from federally assisted programs; and

WHEREAS the U.S. Department of Transportation Administration has promulgated regulation (49CFR 23) for implementation of programs by transit properties to ensure participation by businesses owned and controlled by minorities and women; and

WHEREAS MARTA recognizes its obligations concerning practices and the contracting practices of its contractors and subcontractors to take affirmative action to ensure that minority and women-owned businesses are given an equitable opportunity to share in contract opportunities.

NOW, THEREFORE, be it resolved, that MARTA shall continue to assure that minority business enterprises have the maximum practicable opportunity to participate in all MARTA contracting opportunities and to that end the MARTA Board of Directors hereby establishes overall contracting goals of percent for the participation of firms owned and controlled by minorities and percent for the participation of firms owned and controlled by women.

RESOLVED, FURTHER, that the General Manager, through the Office of Diversity and Inclusion, is directed to administer the implementation of this Resolution in accordance with the Authority's Minority Business Enterprise Program and applicable federal guidelines which are made a part of this Resolution by reference.

Exhibit B
D & I

/MBE

07/2016

Page 1 of 1

**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
RESOLUTION: DISADVANTAGED BUSINESS ENTERPRISE**

WHEREAS, the Metropolitan Atlanta Rapid Transit Authority (MARTA) desires to afford all citizens equal opportunity to participate in the design, construction and operation of the transit system; and

WHEREAS, Executive Order 11625 of 1971 prescribe the development of a program to achieve full participation of disadvantaged businesses in the free enterprise system; and

WHEREAS, Title VI of the Civil Rights Act 8 requires that appropriate steps be taken to ensure access of all citizens to the services delivered from federally-assisted programs; and

WHEREAS, the U.S. Department of Transportation has promulgated regulations 49 CFR 23 for implementation of programs by transit properties to ensure participation by businesses owned and controlled by disadvantaged persons; and

WHEREAS, MARTA recognizes the obligation of its contractors and subcontractors to take affirmative action to ensure that disadvantaged businesses are given equitable opportunity to share in contract opportunities.

NOW, THEREFORE, be it resolved, that MARTA shall continue to assure that disadvantaged business enterprises have the maximum practicable opportunity to participate in all MARTA contracting opportunities and all contracts, whether funded with federal or local monies, shall be subject to MARTA's Disadvantaged Business Enterprise Program and shall have a 25% goal for the utilization of disadvantaged businesses.

RESOLVED, FURTHER, that the General Manager, through the office of Equal Opportunity is directed to administer the implementation of this Resolution in accordance with the Authority's Disadvantaged Business Enterprise Program and applicable federal guidelines which are made a part of this Resolution by reference.

Contract Number: _____

**QUARTERLY REPORT ON DISADVANTAGED BUSINESS ENTERPRISES
PRIME CONTRACTOR REPORTING ON DBE SUBCONTRACT
ACTIVITY APPLICABLE ON THIS CONTRACT**

Calendar Quarter covered by this report:

____ 1st ____ 3rd 20 ____
____ 2nd ____ 4th Year

If contract is complete please indicate if report is final:

Yes: ____ No: ____

Date Completed: _____

I. DISADVANTAGED SUBCONTRACTORS

Instructions: List all disadvantaged subcontractors which have performed work since NTP, are currently performing work during the duration of the MARTA contract. Disadvantaged-minority joint ventures should show complete joint ventures name and total dollars committed and paid, although only the share in which the disadvantaged firm is participating will be tabulated. Disadvantaged business enterprises which are owned and controlled by women should be denoted with an asterisk (*). The Contractor shall not require retainage of subcontractors that is greater than the retainage required of the Contractor by the Authority. Contractor must return all retainage payments to subcontractor upon satisfactory completion and acceptance of work by MARTA within 14 days; 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. All payments not promptly processed and paid by the prime within the specified time limits will bear interest of 1% per month on the unpaid balance. The Contractor shall not delay or postpone payment to a subcontractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

Name of DBE/Non-DBE Firm	Dollars Committed	Dollars Paid This Quarter	Dollars Paid Since NTP	Retainage Withheld (\$)	Total Retainage Paid	Date Retainage Paid

Contract Number: _____

PRIME CONTRACTOR REPORTING ON SUPPLIERS, VENDORS AND SERVICE FIRMS**II. DISADVANTAGED SUPPLIERS, VENDORS AND SERVICE FIRMS**

Instructions: List all disadvantaged subcontractors which have performed work since NTP, are currently performing work during the duration of the MARTA contract. Disadvantaged-minority joint ventures should show complete joint ventures name and total dollars committed and paid, although only the share in which the disadvantaged firm is participating will be tabulated. Disadvantaged business enterprises which are owned and controlled by women should be denoted with an asterisk (*). The Contractor shall not require retainage of subcontractors that is greater than the retainage required of the Contractor by the Authority. Contractor must return all retainage payments to subcontractor upon satisfactory completion and acceptance of work by MARTA within 14 days; 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. All payments not promptly processed and paid by the prime within the specified time limits will bear interest of 1% per month on the unpaid balance. The Contractor shall not delay or postpone payment to a subcontractor without prior written approval from the Executive Director of Diversity and Equal Opportunity.

Name of DBE/Non-DBE Firm	Dollars Committed	Dollars Paid This Quarter	Dollars Paid Since NTP	Retainage Withheld (\$)	Total Retainage Paid	Date Retainage Paid

Contract Number: _____

III. MINORITY-OWNED BANKING

Instructions: List all minority-owned banking institutions in which dollars were deposited during the quarter. Dollars should reflect the contractor's average balance during the quarter in Both "time" and "demand" accounts.

NAME OF MINORITY-OWNED
BANKING INSTITUTIONS

DOLLARS DEPOSITED
IN TIME ACCOUNTS

DOLLARS DEPOSITED
IN DEMAND ACCOUNTS

IV. CERTIFICATION

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

(Notary Seal)

My Commission Expires _____

Firm or Corporate Name

Signature of Firm's EEO Officer

Telephone Number

Fax Number

Email Address

Contract Number: _____

QUARTERLY REPORT ON DISADVANTAGED BUSINESS ENTERPRISES EEO ACTIVITIES OF THE PRIME CONTRACTOR ONLY

Calendar Quarter covered by this report:

____ 1st ____ 3rd 20____
 ____ 2nd ____ 4th Year

1. How many positions were filled in the last quarter? _____
2. How many positions were filled with minorities in the last quarter? _____
3. How many positions were filled with women in the last quarter? _____
4. What efforts were made to recruit minorities and/or women? _____
5. Please list all minorities promoted in the last quarter, including their former and current positions.

Former Position	Current Position

6. Please list all women promoted in the last quarter, including their former and current positions.

Former Position	Current Position

7. Comments (optional). _____

Contract Number: _____

Employment Data as of: _____

EEO STATISTICAL DATA ON THE PRIME CONTRACTOR'S STAFF ONLY

JOB CATEGORIES	ALL EMPLOYEES			TOTAL MINORITY EMPLOYEES							
	TOTAL MALES AND FEMALES	MALES	FEMALES	MALES				FEMALES			
				BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	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)

The undersigned certifies that he/she is legally authorized by the bidder to make the statements and representations contained in this report; that he/she has read all of the foregoing Statements and representations, and they are true and correct to the best of his/her knowledge and belief. The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Executive Director of Diversity And Equal Opportunity or the Manager of Economic Opportunity, the contractor will be subject to the loss of any existing contracts and all future contract awards.

Signature: _____ Title: _____

Firm Corporate Name: _____

Name of MARTA DBE Analyst assigned this contract: _____



JOINT VENTURE DISCLOSURE OF REQUIREMENTS

In order to evaluate the extent of the meaningful disadvantaged involvement being proposed by a Joint Venture proponent in satisfaction of its affirmative actions obligation, the Authority requires that certain relevant information be provided initially, prior to award, and be continually updated throughout contract performance. This information must be in the form of an affidavit and submitted through the prime contractor by the Joint Venture. The statements should clearly identify and explain the extent of the disadvantaged business participation in the joint venture including, but not limited to, the information on this form. All information must be furnished or properly addressed before the business entity can be evaluated and approved as an acceptable Joint Venture that meets DBE contract goal requirements.

Description	Joint Venture Firm #1	Joint Venture Firm #2
Official Name, Address and Telephone Number of Each Joint Venture Firm		
Nature of Business of Each Joint Venture Firm		
Number of Years Each Joint Venture Has Been in Business		
	Joint Venture Firm #1	Joint Venture Firm #2
Official Name, Address and Telephone Number of Each Joint Venture Firm		
Nature of Business of Each Joint Venture Firm		
Number of Years Each Joint Venture Has Been in Business		

2. Percent of disadvantaged ownership in joint venture in terms of profit and loss sharing: _____

3. Capital contributions by each joint venture and accounting therefore: _____

4. Financial controls of joint venture (e.g. will a separate cost center be established; who will be responsible for keeping the books, accounts payable, bank deposits; how will the expense therefore be reimbursed: _____

5. The authority that each joint venture partner has in relation to committing or obligating the other:

6. Describe in specific details the work to be performed on the contract by the disadvantaged business enterprise joint venture firm and the non-minority joint venture firm:

7. Identify and explain the terms of any ownership, options for ownership or loans between the joint ventures partner:

8. Specify the contract cash contributions that will be provided by each joint venture partner in support of the contract:

9. Denote all personnel, their crafts and positions that will be assigned by the disadvantage business enterprise and non-minority joint partner respectively:

10. How and by whom will the on-site work be supervised, carried out and satisfactorily completed. Please itemize and list the SOW requirements that will be respectively carried out by each joint venture partner:

11. How and by whom will the administrative office be supervised and administered:

12. Which joint venture partner will be responsible for material purchases including the estimated cost thereof, as well as, the financing of required purchases:

13. What equipment will each joint venture partner provide for support of the joint venture? Please itemize and list equipment provided by each joint venture partner:

14. The experience and business qualifications of each joint venture: ☐ enclosed ☐ not enclose

15. Evidence of authority to do business in the State of Georgia, as well as locally, include all necessary business license: ☐ enclosed ☐ not enclose

16. Provide a detailed and delineating copy of the joint venture agreement: ☐ enclosed ☐ not enclose

17. Identification of control and participation in venture; list those individual who are responsible for day-to-day management and policy decision making including, but not limited to those with prime responsibility for:

Name	R a c e	S e x	Title	Original Organization Affiliation	*Financial Decisions	*Management Decisions	Supervision of Field Operations	@Human Resources

*(including, but not limited to, estimating, marketing and sale, hiring and firing of management personnel, and purchasing of major items or supplies.)
@obligation of Human Resources needed to successfully complete this contract.

Brief Summary of information listed above:

Name	Qualifications	Responsibilities	Years of Experience	Person's Experience

I HEREBY DECLARE AND AFFIRM that I am the _____
(title)
duly authorized representative of (the Joint Venture of) _____. I
(name of venture)
hereby declare and affirm that I am a disadvantaged business enterprise (DBE) as defined by
MARTA in the specification for _____.
(contract number and name)

The undersigned does hereby swear that the foregoing statements are true and correct and include all materials and information necessary to identify and explain the operations of our joint venture and the intended participation by each joint venture in the undertaking. Further, the undersigned does covenant and agree to provide to MARTA current, complete, and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any of the arrangements hereinabove stated and to permit the audit and examination of the books, records and files to the joint venture, or those of each joint venture, authorized representatives of the Authority or Federal Government. It is recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon and for initiating action under federal and state laws concerning false statements.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALIES OF PERJURY THAT
THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT AND
THAT I AM AUTHORIZED ON BEHALF OF THE ABOVE FIRM TO MAKE THIS
AFFIDAVIT.

Signature of Joint Venture's Authorized Representative(s)

Signature of Joint Venture's Authorized Representative(s)

STATE OF _____

COUNTY (CITY) OF _____

On this ____ day of _____ 20____, before me _____

personally appeared _____,
know to me to be the person described in the foregoing Affidavit and acknowledge that he/she
executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My Commission Expires _____

(Seal)

DETERMINATIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISE GOALS

It is the policy of the Authority and the Federal Government to ensure that DBEs have a full opportunity for meaningful participation in work performed under Authority contracts. The Authority views meaningful disadvantaged business enterprise participation as being something more than mere tokenism or feigned DBE involvement and looks to the substance of proposed commitments in terms of the legitimacy of the disadvantaged business enterprise and its actual involvement in performance of the contract work. Thus, meaningful disadvantaged business enterprise participation needs to be defined, understood, and evaluated to determine if the proposed disadvantaged business enterprise involvement will provide opportunities to increase the experience and expertise of the DBE as well as to enhance its potential to achieve economic viability.

Determination of DBE Status

To ensure that the Authority's DBE Program benefits only DBEs which are owned and controlled in both form and substance by one or more disadvantaged persons or women, the Authority requires that each business including the DBE partner in a joint venture, wishing to participate as a joint venture DBE complete and submit Disadvantaged Business Enterprise Business Disclosure Requirements (Exhibit D). Additionally each entity wishing to participate as a joint venture DBE must complete and submit Joint Venture Disclosure Requirements (Exhibit E). The Disclosure Requirements are to be signed and notarized by the authorized representatives of the business entity and are to be submitted through the Bidder to the Authority prior to contract award. Under the following circumstances, a business seeking to participate as a DBE need not to submit Exhibits D and E.

1. If the potential DBE contractor states in writing that it has submitted the same information to or has been certified by the Authority, any U.S. Department of Transportation element, or another Federal Agency that uses essentially the same disadvantaged business enterprise definition and ownership and control criteria as U.S. D.O.T. The potential DBE contractor is to obtain the information and certification (if any) from the other agency and submit to the Authority or cause the other agency to submit it. The Authority may rely upon such a certification, but the authority reserves the right to require that additional information be submitted and to make an independent determination. Where another agency has collected information but not made a determination concerning eligibility, the Authority will make its own determination based on the information it has obtained from the other agency.

(d) A UCP is not required to process an application for certification from a firm having its principal place of business outside the state if the firm is not certified by the UCP in the state in which it maintains its principal place of business. The "home state" UCP shall share its information and documents concerning the firm with other UCPs that are considering the firm's application.

2. If the potential DBE contractor has been determined by the Small Business Administration to be owned and controlled by socially and economically disadvantaged individuals under Section 8 (a) of the Small Business Act, as amended. In this circumstance, the potential DBE contractor is to furnish conclusive evidence of the SBA determination to the Authority.

The Authority reserves the right to request and review additional relevant information pertaining to the legitimacy of any purported DBE.

DBE Eligibility Standards

In general, to be eligible for the DBE program, persons must own 51% or more of a "small business," establish that they are disadvantaged within the meaning of DOT regulations, and prove they control their business. The following general guidelines, taken in part from the applicable regulation (49 CFR Part 26), will help business owners determine whether they are eligible for the DBE program:

Eligibility Guidelines (in general):

1. **Ownership** - Your business must be 51% owned by a socially and economically *disadvantaged* individual(s).
2. **"Disadvantaged"** - You may be eligible if you are a member of a group of persons the Department considers as disadvantaged. The Department presumes certain groups are disadvantaged, including women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Pacific Americans, or other minorities found to be disadvantaged by the U.S. Small Business Administration (SBA). Persons who are not members of one of the above groups and own and control their business may also be eligible if they establish their "social" and "economic" disadvantage. The Department notes, for example, that people with disabilities have disproportionately low incomes and high rates of unemployment, and that many may be socially and economically disadvantaged. A determination of whether an individual with a disability meets DBE eligibility criteria is made on a case-by-case basis. More information on how social and economic disadvantage is determined can be found in Appendix E to 49 CFR Part 26.

3. **Business Size Determination** - A firm (including its affiliates) must be a small business as defined by SBA standards. It must not have annual gross receipts over \$22,410,000 in the previous three fiscal years (\$52,470,000 for airport concessionaires in general with some exceptions). Under SAFETEA-LU, this threshold will be adjusted annually for inflation by the Secretary.
4. **Personal Net Worth** - Only disadvantaged persons having a personal net worth (PNW) of less than \$1,320,000 can be considered as a potential qualified DBE. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence. Additional exclusions are available for owners of airport concessionaires (See 49 CFR Part 23).
5. **Independence** - The business must not be tied to another firm in such a way as to compromise its independence and control.
6. **Control** - A disadvantaged owner seeking certification must possess the power to direct or cause the direction of the management and policies of the firm. The owner must also have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is engaged.
7. **Burden of Proof Allocation** - Applicants carry the initial burden of proof regarding their eligibility and must demonstrate that they meet all requirements concerning group membership or individual disadvantage, business size, ownership, and control.

Additional program requirements and certification procedures are found in the Department's regulations 49 CFR Parts 23 and 26. Specific information can also be found within the Department of Transportation's Office of Small and Disadvantaged Business Utilization. In addition to the foregoing standards, the Authority gives special consideration to the following circumstances in determining DBE eligibility.

1. Newly formed firms and firms whose ownership and/or control have changed since the date of the advertisement of the contract are closely scrutinized to determine the reasons for the timing of the formation of or change in the firm.
2. A previous and/or continuing employer-employee relationship between or among present owners are carefully reviewed to ensure that the employee-owner has management responsibilities and capabilities discussed herein.
3. Any relationship between a DBE and a business which is not a DBE which has an interest in the DBE is carefully reviewed to determine if the interest of the non-DBE conflicts with the ownership and control requirements of the DBE definition and guidelines.

Once approved by the Georgia Uniform Certification Program (GUCP) as a DBE, each DBE is expected to update its submission annually by submitting, Exhibit D and/or E, as appropriate, certifying that Exhibit D and/or E on file is still accurate. At any time there is a change in ownership or control of the firm, the DBE is to submit a new Exhibit D and/or E, at the time of such occurrences.

The denial of DBE status to an entity by the U.S. D.O.T. or the GUCP is to be considered final, for the contract and other contracts being led by the Authority at the time of denial of DBE certification, except that any firm which believes that it has been wrongly denied certification as a DBE may file an appeal with the U.S. Department of Transportation pursuant to 49 CFR 26.89. DBEs and joint ventures denied certification may correct deficiencies in their ownership and control and apply for DBE status one year from the date of denial.

Counting DBE Participation Toward DBE Goals

DBE participation is counted toward meeting DBE goals as follows:

1. Once a firm is determined to be an eligible DBE, the total dollar value of the contract awarded to the DBE is counted toward the applicable DBE goal. If a DBE is found to be ineligible after contract award, the prime contractor is not relieved of the DBE requirement. When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. You must direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate to you that it has made a good faith effort to do so. The contractor may substitute or provide good faith efforts as stated in 49 CFR Part 26.87 i (1).
2. The total dollar value of a contract to a DBE owned and controlled by both disadvantaged males and non-minority females is counted toward the goals for disadvantaged and women, respectively, in proportion to the percentage of ownership and control of each group in the business. The total dollar value of a contract with a DBE owned and controlled by disadvantaged women is counted toward either the disadvantaged goal or the goal for women, but not for both. The contractor employing the firm may chose the goal to which the contract value is applied.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. A contractor may count toward the DBE goals a portion of the total dollar value of contract with a joint venture equal to the percentage of the ownership and control of the DBE partner in the joint venture.
5. A contractor may count toward the DBE goals only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Authority will evaluate the amount of work subcontracted, industry practices and other relevant factors.
6. Consistent with normal industry practices a DBE may enter in subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Authority. The Authority's decision on the rebuttal of this presumption is subject to review by the U.S. Department of Transportation.
7. A DBE trucking company is performing a commercially useful function: The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
8. A contractor may count toward its DBE goal expenditures for materials and supplies obtain from DBE suppliers and manufactures, provided that the DBEs assume the actual contractual responsibility for the provision of the materials and supplies. The contractor may count its entire expenditure to a DBE manufacture (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The contractor may count 60 percent of its expenditures to DBE suppliers that are not manufactures, provided that the DBE supplier performs a commercially useful function in the supply process. No percentage amount will be authorized by the Authority to be counted if DBE suppliers do not perform a commercially useful function and are a totally passive conduit.

Examples of DBE Participation

The degree of DBE goal attainment through utilization of DBEs and disadvantaged-majority joint ventures will be calculated as in the following examples.

A joint venture consisting of a disadvantaged business and a majority business, functioning as a prime contractor, will be credited with disadvantaged participation on the basis of percentage of profit to accrue to the DBE. For example, if a joint venture composed of a disadvantaged business and a majority business proposes to perform 50 percent of a project quoted at \$500,000 and 50 percent of the profits are to accrue to disadvantaged partner in the joint venture, disadvantaged participation will be credited as 25 percent of the work, or 125,000.

A DBE distributor or supplier, which performs a commercially useful function, will be credited with 60 percent of the total dollar value of an order toward the DBE goal. For example, A DBE supplier which plays a substantial role in the delivery arrangements and which actually possesses risk of liability for defective products or late delivery may credit \$ 300,000 or 60 percent of a total supply order of \$500,000.

No meaningful DBE goal is achievable unless great care is taken to ensure that contracts let pursuant to the goal requirements are let only to bona fide DBEs. MARTA bidders and contractors are expected to exercise the greatest possible care that disadvantaged firms with whom joint ventures are formed and subcontracts are let and bon fide.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY GOOD FAITH EFFORTS

In order to evaluate the extent of the meaningful Good Faith Efforts being submitted by a bidder/proposer in satisfaction of the contract requirements, the Authority requires that certain relevant information be provided prior to contract award. This information must be in the form of an affidavit and submitted by the prime contactor. A bidder/proponent must show reasonable good faith efforts to obtain DBE participation. MARTA treats bidder's/proponent's compliance with good faith efforts requirements as a matter of responsiveness. Such reasonable efforts may include, but are not limited to, some or all of the following:

- Utilization of the Georgia Unified Certification Program. "UCP" DBE Directory to identify currently certified DBEs:
<http://www.dot.ga.gov/PS/Business/DBE#tab-2>
- Attendance at pre-bid/pre-proposal meetings, advertising and/or written notices;
- Follow-up of initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's are interested;
- Efforts to provide DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation;
- Efforts made to select portions of the work (including, where appropriate, breaking down the contract into economically feasible units) proposed to be performed by DBE's in order to increase the likelihood of achieving the DBE goal;
- Efforts to negotiate with DBE's for specific sub-bids, including at a minimum;
- The names, addresses, and telephone numbers of DBE's that were contacted;
- A description of the information provided to DBE's regarding the plans and specifications for portions of the work to be performed and;
- A detailed statement of the reasons why additional prospective agreements with DBE's needed to meet the stated goals, were not reached.

Administrative Reconsideration

The bidder/proponent must make a written request for administrative reconsideration five (5) days prior to the award of the contract for lack of good faith efforts. That notice may be faxed to:

**Mr. Jonathan Hunt
Chief of Corporate Law
MARTA - Legal Services Department
2424 Piedmont Road, NE
Atlanta, GA 30324
Fax: (404) 848-5225**

I HEREBY DECLARE AND AFFIRM that I am the _____
(title)

duly authorized representative of _____
(name of firm)

The undersigned does hereby swear that the foregoing statements are true and correct and include all materials and information necessary to identify and explain the efforts put forth to meet the DBE goal requirements of this contract. Further, the undersigned does covenant and agree to provide to MARTA current, complete, and accurate information regarding good faith efforts. It is recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon and for initiating action under federal and state laws concerning false statements.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT AND THAT I AM AUTHORIZED ON BEHALF OF THE ABOVE FIRM TO MAKE THIS AFFIDAVIT.

Signature of Authorized Representative(s)

STATE OF _____

COUNTY (CITY) OF _____

On this _____ day of _____ 20____, before me personally appeared

_____,
know to me to be the person described in the foregoing Affidavit and acknowledge that he/she executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My Commission Expires _____

(Seal)

**Exhibit G – GOOD FAITH EFFORTS**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS											
DBE Firms Contacted: Name, Address and Telephone Number	Scope of Work	DBE Certified		Date Solicitation Sent to DBE	Solicitation Sent Via			Will DBE Submit a Bid?		Bid \$	Comments
		Y	N		Fax	Email	US Mail	Y	N		

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
OFFICE OF DIVERSITY AND EQUAL OPPORTUNITY
MINORITY- OWNED BANKS RECOMMENDED
FOR CONSIDERATION

MINORITY-OWNED BANKS STATE OF GEORGIA			
Bank Name	Address	Telephone/Fax	Contact/Title
Carver State Bank	701 MLK Jr., Blvd, Savannah, GA 31402	T: (912) 447-4200 F: (912) 232-8666	Mr. Robert E. James President
Citizens Trust Bank	75 Piedmont Ave., Ste. 1200, Atlanta, GA 30303	T: (404) 575-8306 F: (404) 575-8311	Ms. Cynthia Day President and CEO
Metro City Bank	5441 Buford Hwy, Ste. 109, Doraville, GA 30340	T: (770) 455-4989 F: (770) 455-4988	Mr. Farid Tan President & CEO
Quantum National Bank	505 Peachtree Industrial Blvd, Suwanee, GA 30024	T: (770) 945-8300 F: (770) 945-4888	Mr. Bryan J. Cohen CEO
State Bank of Georgia	131 Gingercake Road, Fayetteville, GA 30214	T: (770) 719-1200 F: (770) 716-0024	Ms. Kathy Hulsey CFO

UTILIZATION OF MINORITY-OWNED BANKS DISCLAIMER

MARTA encourages all of its contactors and their subcontractors, suppliers and vendors to consider utilizing the services of Minority-owned Banks for funds received from Authority projects. Failure to investigate the opportunities to use banking institutions owned and controlled by minorities and women in good faith may cause a contractor to be in non-compliance with 49 CFR 26.27. The Federal requirement states that deposits in banking institutions are not to be considered toward the fulfillment of DBE goals.

Source: www.fms.treas.gov

Revised: (02/2009; 01/2012; 3/2015); 7/2016)

Exhibit H



The link to the Georgia Uniform Certification Program (GUCP) which has a complete DBE listing may be accessed below:

The Complete Listing of DBEs can be found at:

<http://www.dot.ga.gov/PS/Business/DBE#tab-2>

CP B40399 Armed Security Guard Coverage for Revenue Services

**Primary NAICS Codes:
561612 Security Guard Services**

The solicitation should be reviewed in its entirety for additional NAICS codes.

DISCLAIMER

The inclusion of a firm on this list is for informational purposes only and does not constitute an endorsement of any contractor, manufacturer or supplier.

The listing represents firms certified under the Georgia Unified Certification Program (GUCP) and have represented themselves as socially and economically disadvantaged minority or women-owned business enterprises. In addition, they have expressed an interest in doing business with the Authority and/or its contractors and have provided the information on their firms as presented.

The information on GUCP/MARTA certified firms has been validated and should be considered accurate to date. The firms identified provided the information listed and it should not be construed as authoritative. MARTA cannot guarantee the accuracy or validity of the information on non-certified firms.

MARTA assumes no responsibility for transactions resulting from the use of this information and does not guarantee the quality or reliability of the firms listed, or their products or services.

CP B40399 Armed Security Guard Coverage for Revenue Services
 NAICS Code 561612 Security Guard Services as of 11/29/17

GA_DBEs_Business_Name	GA_DBEs_Phone	GA_DBEs_Email	GA_DBEs_NAICS
AAA GLOBAL PROTECTION SERVICES	(678)438-3460	wbashir@outlook.com	561612, 56199
ALDRIDGE SERVICES, INC.	(404)564-4790	lareevesjr@aldrigedgesservicesinc.com	54138, 54162, 561612, 56291
ALL (N) 1 SECURITY SERVICES, INC.	(404)691-4915	maryparker@alln1security.com	561612, 561621
ALL(N)1 TRAFFIC CONTROL SOLUTIONS, LLC	(404)691-4915	rrobinson@alln1security.com	561612, 561621, 56199
B & G SECURITY INTERNATIONAL, LLC.	(770)507-6409	a.gardner@bgsecurity.com	561612
BANNERET SECURITY, INC.	(404)697-7573	coggins@banneretsecurity.com	23731, 561612
COMMUNITY BRIDGE, INC.	(202)483-9339	chaynes@community-bridge.com	23899, 561612, 56172, 56173, 562211
EAST COAST PROTECTIVE SERVICES, INC.	(407)567-8688	gmontgomeryprotect@gmail.com	561611, 561612
EXECUTIVE PROTECTION SPECIALIST, INC.	(404)840-3877	exeprtctnsplst@msn.com	56161, 561612
GEORGIA SECURITY PROFESSIONALS, LLC	(770)605-9937	lasalle.smith10@comcast.net	561612, 56199
HYPOLITE & ASSOCIATES SECURITY FIRM, LLC	(404)322-5735	idaniel12@earthlink.net	561612
INTELLECTUAL CONCEPTS, LLC	(678)222-2993	dbabiker@intellectualconcepts.net	541511, 541512, 541519, 541611, 541618, 54169, 56111, 56132, 561612, 561621, 61142, 61143
MACH 1 SECURITY SERVICES, INC.	(770)866-2487	dwayne.ellis@mach1security.com	561611, 561612, 561621
MID-ATLANTIC SECURITY AGENCY, LLC	(443)277-7920	ldavidson@themasagroup.com	561611, 561612, 561613, 561621
Nu Image Protection Agency LLC	(678)701-7852	stepfanwilliams@nuimageprotection.com	561612
NU-PULSE TECHNOLOGIES, INC.	(301)374-2534	pweithers@nu-pulse.com	23831, 51821, 541511, 541512, 541611, 541618, 54169, 561612
POS 1	(404)449-0808	priority1sec@aol.com	54169, 561612
PRO TEK 360 PRIVATE SECURITY AND ASSOCIATES, LLC	(678)362-2251	protek360@yahoo.com	561612
PROFESSIONAL BUSINESS CONSULTANTS, LLC	(770)680-5201	director@pbc-security.com	54169, 56161, 561612
RED FOX SECURITY L.L.C.	(678)743-3459	andrew@redfoxsecurity.net	561611, 561612
SAFEGUARD SECURITY SOLUTIONS LLC	(470)278-1095	mrall@safeguardsecurityllc.com	49211, 541612, 561612, 56172
STRICKLAND SECURITY & SAFETY SOLUTIONS, LLC	(800)422-9075	rob.strickland@besecurandsafe.com	54169, 561611, 561612, 561621
TAILORED HUMAN CAPITAL SOLUTIONS	(770)864-0192	tharon@thcapitalsolutions.com	51919, 541611, 541613, 561311, 561499, 561612
TRAFFIC TROOPERS, INC.	(404)797-9676	law@traffictroopersinc.com	561612, 56199
Zenith Enforcement and Services Consultancy LLC	(770)882-5259	jmcleod@zenithenforcement.com	561612, 56199, 92212

APPENDIX B

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT AFFIDAVIT(S)

See attached.