

October 8, 2020  
Atlanta-Region Transit Link Authority (ATL)  
**ADDENDUM NUMBER ONE**  
(Addendum to REQUEST FOR PROPOSALS)  
ATL RFP Number 21-083  
**ATL & GWINNETT COUNTY TRANSIT OPERATIONS & MAINTENANCE**

**From:** Richard Sawyer, ATL Issuing Officer  
**To:** Potential Respondents

This Addendum forms a part of the **Request for Proposals (RFP) No. 21-083** and modifies the RFP as described below. ATL changes and clarifications are underlined. **This Addendum consists of four (4) pages.**

**1. ATL IS PROVIDING A LIST OF ATTENDEES OF THE “HOSTED SITE VISIT(S)”-**

ATL is hereby issuing a scan of the sign-in sheet for the 9/19/20 visits held in Forest Park and Norcross, as **Attachment A to this Addendum.**

**2. ATL IS PROVIDING THE CONTRACTS-**  
(RFP Attachment 6 - ATL Operations and Maintenance Service Provider Agreement; and,  
RFP Attachment 7 - Gwinnett County Operations and Maintenance Service Provider Agreement)

ATL is hereby providing a Dropbox Link of the Agreement(s), below:

<https://www.dropbox.com/sh/q126cyz91mz5bcz/AAC3Qw322ib0fGXXMEDiE7qEa?dl=0>

**3. CHANGES/CLARIFICATIONS TO THE RFP –**

The following sections and subsections describe the changes and clarifications to the RFP enacted by this Addendum. All other sections and subsections of the RFP remain in effect.

- a. OFFER DOCUMENT #9 (Form) –** The form in the RFP stated: “This document must be fully completed, signed by an authorized representative of the Contractor, notarized, and submitted ~~with the price quote~~”.  
Offer Document Form shall be revised to state: “This document must be fully completed, signed by an authorized representative of the Contractor, notarized, and submitted with the TECHNICAL PROPOSAL”.  
**(NO COST OR PRICE INFORMATION SHALL BE SUBMITTED WITH THIS FORM OR WITH THE TECHNICAL PROPOSAL!).**

b. SECTION 7.1.5- (Clarification)- Proposers shall presume only two (2) Turnover Inspections shall be necessary: Initial and Final (Including Vehicle inspections). All other requirements in these related sections shall apply.

c. SECTION 3.19- Financial History  
(A)

(1) Ability to secure required **performance bond security** as evidenced by a letter of commitment from an underwriter confirming that proposer can be bonded for the required amount.

(2) Ability to secure required **payment bond security** as evidenced by a letter of commitment from an underwriter confirming that proposer can be bonded for the required amount.

d. SECTION 4.2.2- Contract Negotiations and Award

(H) **Performance Bond Security.** The Contractor shall supply security within ten (10) Days of award of this Contract. The Contractor shall supply security in the form of a surety bond from an insurance company licensed in Georgia with a Best Policyholders Rating of "A-" of better with a financial size of Class V or larger, cash, cash equivalent or an unconditional irrevocable standby letter of credit, on deposit in or issued by, respectively, a Federal or State chartered bank with offices physically located in State of Georgia in the amount of 25% of the one-year cost of the forthcoming year of the Contract whereby funds are (1) pledged to the benefit of ATL or County, as applicable; (2) are not under the control of Contractor; and (3) are payable to ATL or County, as applicable, upon written demand to the holder.

This security is for the faithful performance of this Contract between the ATL or County, as applicable, and Contractor and will further protect, indemnify and save harmless ATL or County, as applicable, from all costs and damages by reason of Contractor's default, breach or failure to satisfactorily perform the obligations outlined in the Contract Documents. Further, any revenue or other yield generated by the security shall be owned by the Contractor and may be withdrawn periodically so long as the applicable minimum-security amount is maintained.

In the event of any condition of breach or other circumstance attributable to Contractor, ATL or County, as applicable, shall have the right to draw against the security such sums as are necessary to make the ATL or County, as applicable, whole, or for such other sums as may become due to ATL or County, as applicable, pursuant to the Contract, including but not limited to, the costs incurred to secure and compensate for substituted services of another entity made necessary by the breach. Nothing herein shall be construed to mean that the security provided for herein is exclusive or constitutes any limitation or restriction on any remedies to which ATL or County, as applicable, may avail itself.

~~Payment Bond. Within ten (10) Days of award of this Contract, the Contractor shall furnish payment bonds made payable to ATL and the County. The amount of each bond shall be equal to the total the proportionate share of Xpress and the County's Proposal price per the payment requirements (in bold) above. The sum of the two bonds shall equal one hundred percent (100%) of the Proposal price for the first twelve (12) months of full operation of the ATL Xpress, the County Commuter Service, Fixed Route Local, Paratransit, and Microtransit services as shown in the price proposal forms. The bonding company must be authorized to do business~~

~~in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The condition of the bonds shall be that the Contractor shall fully and faithfully perform all conditions of the Contract. The payment bond must be renewed annually, calculated the same as above but based on the Contractor's estimated costs for that renewal period.~~

**e. SECTION 5.2.2.1- Modifications/ Service Changes**

(A)

(4) Rate Adjustments. In the event of a Major Service Change, Contractor may request a renegotiation of the then-applicable Fixed Monthly Rate or Vehicle Revenue Hour Rate. Any rate adjustment requested under this Section 5.2.2.1(A)(4) must be submitted to ATL or the County, as applicable, in writing and shall provide quantitative documentation that the proposed Major Service Change has resulted, or will result, in additional costs to the Contractor in the operation or maintenance of the revenue vehicles under this Contract. ATL and the County ~~are~~ is not obligated to agree to such request but will review and consider such request in good faith. If ATL or the County, as applicable, does not agree to a rate adjustment after a Major Service Change then the current Fixed Monthly Rate and Vehicle Revenue Hour Rate will continue to apply. Contractor is not entitled to request renegotiation of t. The then-applicable Fixed Monthly Rate or Vehicle Revenue Hour Rate shall not be adjusted for Minor Service Changes.

**f. SECTION 8.1.1- Contract Signing**

(A) The Contractor shall provide the signed Contract ~~and, performance bond security, and payment bond~~ to ATL and the County within ten (10) Days of Contract award.

**g. SECTION 8.1.8- Contract Award Transfer Schedule**

Signed Contract returned to ATL (8.1.1)	Within 10 Days of Contract Award
<b><u>Performance Security</u></b> (8.1.1)	Within 10 Days of Contract Award
Pre-Transfer meeting (8.1.2)	Within 14 Days of Contract Award
Initial Turnover Meeting (Contract Award) (8.1.3)	No later than 60 Days prior to Service Start date
Intermediate Turnover Meeting (Contract Award) (8.1.4)	No later than 30 Days prior to Service Start date
Final Turnover Inspection (8.1.5)	Completed no later than 7 Days prior to the contract expiration date of the prior contract
Final Turnover Report (8.1.5)	Within in 2 Days prior to Service Start date
Final Walk-Through Inspection (8.1.6)	At time of turnover
Service Start (8.1.7)	July 1, 2021

Contractor's plan for completing remaining repairs (8.1.7)	Within 10 Days following Service Start
Prior Contract remaining repairs completion date (8.1.7)	Within 60 Days following Service Start

***h. SECTION 10.2- Liquidated Damages for Non-Compliance with Performance Standards***

(C) Liquidated damages will be deducted from the monthly invoice totals for the month in which the damage was incurred. Liquidated damages will not be assessed for failure to meet Performance Standards *if Contractor made all reasonable efforts to comply with its contractual obligations and they are judged to be the result of events that are outside the control of the Contractor extenuating circumstances excuse the imposition of Liquidated Damages*, as determined by the County and/or ATL.

(E) Assessment of Liquidated Damages for any violation(s) on one or more occasion does not constitute a waiver of the County and/or ATL right to terminate the Contract for default pursuant to the Termination of Agreement for Default clause of this Contract or for any violations on any other occasions. *Remedies described in this paragraph and in the Termination of Agreement for Default clause shall be, at the County's and/or ATL's sole discretion, cumulative and not alternative.*

**4. ATL/GWINNETT OFFICIAL ANSWERS TO ROUND 1 QUESTIONS RECEIVED**

ATL is hereby issuing official answers to questions received in Round One of Q&A to this RFP. **NOTE-** The following **Dropbox Links** provide access to folders containing the official answers to questions received, and additional Addendum One information supporting the answers and providing additional detailed data and information:

<https://www.dropbox.com/sh/c1vh1uqx1eeqkbs/AAAjl6APGYqHO4twS25VGFsma?dl=0>

<https://www.dropbox.com/sh/ab3twiwnri5m2cg/AAATKf38jwu6YNEwKopTWmKDa?dl=0>

<https://www.dropbox.com/sh/incpz7meol2z284/AABesz6SxitQsK1oyfLKqG07a?dl=0>

**END OF ADDENDUM #1**

ATTACHMENT A

ATL/GWINNETT TRANSIT O&M SITE VISIT SIGN IN SHEET

ATL RFP# 021-083

Saturday, September 19, 2020

<u>NAME</u>	<u>COMPANY</u>	<u>E-MAIL-PHONE</u>
<u>Al Folks</u>	<u>Keolis TRANSIT America</u>	<u>Al.Folks@keolisna.com</u>
<u>Shomaka Brown</u>	<u>MV Transportation</u>	<u>shomaka.brown@mvttransit.com</u>
<u>Ashley Cole</u>	<u>MV Transportation</u>	<u>ashley.cole@mvttransit.com</u>
<u>Darryl Howell</u>	<u>ATL</u>	<u>dhowell@SRTA.GA.GOV</u>
<u>Steve GERBHARD</u>	<u>RATP-dev</u>	<u>stephen.gerbhard@ratpdev.com</u>
<u>Robert Smith</u>	<u>RATP dev</u>	<u>Robert.smith@ratpdev.com</u>
<u>Michele Rall</u>	<u>BTG</u>	<u>michele.rall@btgworks.com</u>
<u>Shannon Borsini</u>	<u>First Transit</u>	<u>shannon.borsini@firstgroup.com</u> 815-970-2405
<u>Nelson Castro</u>	<u>First Transit</u>	<u>Nelson.Castro@firsttransit.com</u> 407-446-2203
<u>Britt Chafin</u>	<u>Transdev</u>	<u>britt.chafin@transdev.com</u>
<u>MARTIN WARD</u>	<u>TRANSDEN</u>	<u>martin.ward@transdev.com</u>
<u>Ressie Haslam</u>	<u>Vector Group</u>	<u>rhaslam@vectorgroup.com</u> 404-436-1626
<u>Dannelle Crowe</u>	<u>Alliance Strategies</u>	<u>crowe@allianceswin.com</u>
<u>Gloria Martin</u>	<u>Maruti Mobility</u>	<u>407-412-5413</u> <u>gloria.martin@maruti-us.com</u>