



**METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
REQUEST FOR QUOTATIONS**

TO ALL PROSPECTIVE QUOTERS:

RFQ No. Q50674

Advertising Date: February 18, 2025

RFQ Title: Laredo Solar Monitoring Services

Email Quotation Responses to: Howard Jackson, hejackson@itsmarta.com

RFQ Deadline: March 5, 2025, at 2:00p.m. (local time)

The Metropolitan Atlanta Rapid Transit Authority ("MARTA" or the "Authority") is soliciting quotes from firms to provide solar monitoring services through a detailed assessment of the existing monitoring equipment, replacing outdated components, and reactivating the 5-year monitoring subscription for MARTA's Office of Sustainability pursuant to the terms and conditions contained in **Part 4 ("Contract")** of the RFQ. All Quotations **must** be received by MARTA no later than the RFQ deadline set forth above. **Quotes received after the RFQ deadline will not be considered/reviewed and will be rejected.**

Any questions regarding this procurement **must** be submitted in writing to MARTA's contact person, **Howard Jackson, Contract Specialist** via electronic mail at hejackson@itsmarta.com, on or before **2:00 p.m. EST on February 20, 2025**. **Questions submitted after the designated period will not be considered by MARTA.** Responses to inquiries will be posted to MARTA's website at www.itsmarta.com. All Quoters (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. No quotation of **\$200,000** or more will be considered.

Each quote submitted to MARTA will become the property of MARTA, without compensation to Quoter, for MARTA's use, in MARTA's sole discretion. Conditions placed upon a quote or exceptions to the terms of this RFQ (or the Contract) may result in MARTA deeming the quotation non-responsible.

If MARTA awards a Contract pursuant to this procurement, MARTA will prepare and forward to the successful Quoter a Contract substantially in the form included in this solicitation document.

DocuSigned by:
Peris Cannon
C31383909F684E1...

Peris Cannon
Manager of Contracts

REQUEST FOR QUOTATIONS
RFQ Q50674: LAREDO SOLAR MONITORING SERVICES

PART 1: INFORMATION AND INSTRUCTIONS TO QUOTERS

1. Minimum Qualifications
2. No Offer by MARTA; Firm Offer by Quoter
3. Quote Evaluation, Award and Multiple Awards; Trade Names and Alternatives
4. Cancellation of RFQ; Waiver of Technicalities
5. Term
6. Georgia Open Records Act
7. Representation
8. Protests

PART 2: SUBMITTAL FORMS

1. Checklist
2. Illegal Immigration Reform and Enforcement Act Affidavit (Form 1)
 - a. Contract Affidavit (Form 1a)
 - b. Subcontractor Affidavit (Form 1b)
 - c. Sub-Subcontractor Affidavit (Form 1c)
3. Acknowledgement of Addenda (Form 2)
4. Quotation Form (Form 3)
5. No Conflict of Interest (Form 4)
6. List of Proposed Subcontractors (Form 5)
7. Qualifications and Business References (Form 6)
8. Appendix A: Office of Diversity and Inclusion Requirements

PART 3: GENERAL TERMS AND CONDITIONS

1. Purchase Order General Terms and Conditions
2. Exhibit A: Scope of Services
3. Exhibit B: Payment Terms
4. Exhibit C: Additional Insurance Requirements
5. Exhibit D: No Conflict of Interest
6. Appendix A: Office of Diversity and Inclusion Requirements

PART 1: INFORMATION AND INSTRUCTIONS TO QUOTERS
REQUEST FOR QUOTATIONS NUMBER Q50674
LAREDO SOLAR MONITORING SERVICES

Quotations shall be prepared, submitted, and considered in accordance with the following instructions, as the same may be modified from time to time in writing by MARTA, in this Request for Quotations Number **Q50674** ("RFQ"):

1. MINIMUM QUALIFICATIONS.

(a) To participate in this procurement, Quoter must satisfy the qualifications required by this RFQ. Where the Quoter 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 Quoter (i.e., over 50% ownership) must meet the minimum requirements set forth in this RFQ. Additionally, prior to execution of the Contract, the successful Quoter will be required to demonstrate that it is duly authorized to conduct business in the State of Georgia. Quoter (or an entity comprising Quoter) **must** not submit more than one quote under the same or different names or as part of multiple organizations. Any Quoter or entity comprising Quoter that submits more than one quote in response to this solicitation shall be deemed non-responsive. **NOTE:** This restriction set forth in this paragraph is not applicable to subcontractors. By submitting a quote in response to this RFQ, the Quoter represents and warrants to MARTA that Quoter has or will acquire all the licenses, certifications, permits, bonding capacity and insurance to perform the work set forth in the Contract. By submitting a quote concerning this procurement, Quoter acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, all MARTA's policies and procedures (as the same may change from time to time), all of which are incorporated into this RFQ by this reference.

(b) The Quoter must demonstrate competence and experience in the areas of expertise outlined in the Contract. In particular, qualified companies should provide the information listed below:

1. n/a

2. NO OFFER BY MARTA; FIRM OFFER BY QUOTER. This procurement does not constitute an offer by MARTA to enter into an agreement and cannot be accepted by any Quoter to form an agreement. This procurement is only an invitation for offers from interested Quoters and no offer shall bind MARTA. However, Quoter's offer is a firm offer to MARTA for a period of 120 calendar days from the quote deadline date and may not be withdrawn during such 120-day time period.
3. QUOTE EVALUATION, AWARD AND MULTIPLE AWARDS; TRADE NAMES AND ALTERNATIVES.
 - (i) MARTA shall determine which Quoters are responsive and responsible. Each responsive and responsible Quote 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 Quote Form, which may be accepted by MARTA giving the successful Quoter notice of award during the period set forth herein.
 - (ii) Before any award is made, MARTA will evaluate the Quote Form and all the information supplied by Quoter in response to this RFQ. To be considered for award, a Quoter must be technically and financially qualified to perform the Contract as determined by MARTA and meet all conditions in the Contract. MARTA reserves the right to accept a Quote other than the lowest, if it determines that MARTA's interests will be best served by doing so, or to reject all Quotes or parts of Quotes received.
 - (iii) **Multiple Award.** The Authority reserves in its sole discretion, the option to award to multiple Quoters. The award(s) will be based on the quotes(s) in their entirety or by components.
 - (iv) Equipment, supplies, goods, or materials may be described or specified, either in the Scope of Work or on the Quote 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. Quoter shall state in its Quote 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, **subject to MARTA's approval - MARTA shall be the sole judge of the acceptability of proposed alternatives.** Quoter may designate an alternative that is at least equal in quality and has the characteristics required for the purpose intended. The Quoter shall be required to show that any such alternative 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 Quoter shall provide reports or certifications by such agency, or by an equivalent independent testing laboratory, showing that any proposed alternative complies. The Quoter, if awarded the Contract, will be required to supply or to use the equipment, supplies, goods, or materials named in its Quote.

4. CANCELLATION OF RFQ; WAIVER OF TECHNICALITIES. MARTA reserves the right to waive any technical defect in a quotation before or after quotation submission. MARTA also reserves the right to cancel this RFQ at any time for any reason or no reason. Additionally, MARTA may in accordance with applicable law, by addendum, modify any provision or part of this RFQ at any time prior to the quotation due date and time. The Quoter shall not rely on oral clarifications to the RFQ unless they are confirmed, in writing, by MARTA in an issued addendum. MARTA also reserves the right to award based upon a Quoter's original submission without discussion.
5. TERM. The term of this Contract shall commence on the Effective Date and expire five (5) years thereafter.
6. 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.]."*
7. REPRESENTATION. By submitting a quote in response to this RFQ, Quoter 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 Quoter 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 RFQ documents (including, without limitation, the Contract), including all addenda issued and acknowledges that, if successful, Quoter shall be bound by the requirements stated therein; (c) the signatory to the Quote is the Quoter (or Quoter's duly authorized agent or employee of the Quoter with the authority to bind Quoter hereto); (d) any information or disclosure provided in response to this RFQ are fully restated herein and remain truthful and accurate representations up to and including the date Quoter submits its Quote 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 [https://www.itsmarta.com/uploadedFiles/More/About MARTA/Code%20of%20Ethics%2010-10-24.pdf](https://www.itsmarta.com/uploadedFiles/More/About_MARTA/Code%20of%20Ethics%2010-10-24.pdf) as the same may be amended from time to time in MARTA's sole discretion; and (g) it agrees that it will voluntarily notify MARTA immediately if any information or disclosure provided to MARTA during any part of this procurement process changes, is no longer accurate or would be misleading in any way.

Quoter acknowledges and agrees that in the event of a conflict between the RFQ in the Quoter's possession and the version maintained by MARTA, the version maintained by MARTA shall govern.

8. PROTESTS. Any protest or objection to this RFQ or the solicitation process must be submitted, in a timely manner, in accordance with the Protest Procedures set forth on MARTA's website at <https://itsmarta.com/uploadedfiles/Bid%20Protest%20Procedure.pdf>

PART 2: REQUIRED SUBMITTAL FORMS
(Check List)

This Checklist is being provided for information purposes only. Quoters are responsible for reviewing the entire solicitation document and remitting all required and/or requested information and submittals. Please include the checklist with your Quote, however, failure to remit the Checklist will not result in the Quoter being deemed non-responsive.

Complete, sign, notarize (if applicable) and submit all forms listed below:

- ☐ Illegal Immigration Reform and Enforcement Act Affidavit (Form 1)
 - ☐ Contract Affidavit (Form 1a)
 - ☐ Subcontractor Affidavit (Form 1b)
 - ☐ Sub-Subcontractor Affidavit (Form 1c)
- ☐ Acknowledgement of Addenda (Form 2)
- ☐ Quotation Form (Form 3)
- ☐ No Conflict of Interest (Form 4)
- ☐ List of Proposed Subcontractors (Form 5)
- ☐ Qualifications and Business References (Form 6)
- ☐ Appendix A: Office of Diversity and Inclusion Requirements

FORM 1
ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT FORMS

All Quoters must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. ("IIREA"). Pursuant to the Act, the Quoter must provide with its quote proof of its registration which must contain User ID Number and Date of Registration and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>. Under state law, MARTA cannot consider any quote 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. Quoters must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Quoters may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Quoters in complying with the requirements of MARTA's procurement process and the terms of this RFQ.

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

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

2. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit. Contractors utilizing any subcontractors are required to have each subcontractor and sub-subcontractor complete Forms 1b and 1c prior to the award of the contract.

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 foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires:

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, subcontractor shall 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 foregoing 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 _____, 202____

 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 foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state)

 Signature of Authorized Officer or Agent

 Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
 ON THIS THE ____ DAY OF _____, 20____

 NOTARY PUBLIC
 My Commission Expires:

FORM 2
ACKNOWLEDGMENT OF ADDENDA

Each Quoter must complete and submit an acknowledgement with its quote, 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 **RFQ Q50674: LAREDO SOLAR MONITORING SERVICES**

NONE []

	Addenda #	Date
1.	_____	_____;
2.	_____	_____;
3.	_____	_____;
4.	_____	_____;
5.	_____	_____;
6.	_____	_____;
7.	_____	_____;
8.	_____	_____;
9.	_____	_____;
10.	_____	_____ and _____.

Date:_____, 20____

Corporate Quoter:
[Insert Corporate Quoter Name]

By:_____

Print Name:_____

Title:_____

Corporate Secretary/Assistant
Secretary (Corporate Seal)

Date:_____, 20____

Non-Corporate Quoter: [Insert Non-
Corporate Quoter Name]

By:_____

Print Name:_____

Title:_____

Notary Public (Seal)
My Commission Expires:_____

FORM 3
QUOTATION FORM

On and as of _____, 2025, the undersigned, having examined carefully and become familiar with the (a) accompanying Request for Quotations for **RFQ No. Q50674: LAREDO SOLAR MONITORING SERVICES ("RFQ")**; (b) any addenda to the RFQ; and (c) the Contract (as defined in the RFQ) being solicited by the Metropolitan Atlanta Rapid Transit Authority ("MARTA"), hereby submits this quote to MARTA in response to **RFQ No. Q50674**.

In compliance with RFQ **Q50674** and the attached Contract, the undersigned hereby covenants and agrees to perform all Services in accordance with the Scope of Work and terms and conditions set forth in the Contract at the prices set forth in this quotation. The undersigned certifies that the only person or parties interested in this quotation as principals are those named herein, and that this quotation is made without collusion with any other person, firm, or corporation.

The quantity shown on the Quote Form as the "Estimated Quantity" for each item is an estimated quantity only for the purpose of comparing quotes. The Contractor shall deliver the product, at the prices quoted, in such quantities as the Authority orders. The Authority does not guarantee that the actual quantity of work under the Contract will exceed, equal, or approximate these estimates.

In the event of a discrepancy between the Unit Price and the Extended Price, the Unit Price quoted will be deemed by MARTA as the intended price being quoted by the Quoter and the Extended Price (as well as the Quote Total) shall be adjusted accordingly. In the event of a discrepancy between the sum of the Extended Price and the Quote Total, the sum of the Extended Price shall govern, and the Quote Total shall be adjusted accordingly.

Execution. The Quote Form must be signed by an authorized employee or representative of the Quoter.

Modifications/Edits. Quoter shall not delete, modify, or supplement the printed matter on the Quote Form or make any substitutions therefor unless specifically permitted (or directed) on the Quote Form.

FORM 3
QUOTATION FORM
RFQ NUMBER Q50674

In witness whereof, the Quoter hereto has executed this Quotation Form this ____ day of _____, 20____.

QUOTER:

Company Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____ Email Address: _____

Line Item	Services Description	Estimated Quantity	Unit Price	Extended Price
#1	Solar Monitoring Equipment	1	Each	
#2	Monitoring Subscription - Year 1	1	Each	
#3	Monitoring Subscription - Year 2	1	Each	
#4	Monitoring Subscription - Year 3	1	Each	
#5	Monitoring Subscription - Year 4	1	Each	
#6	Monitoring Subscription - Year 5	1	Each	
Quotation Total				

THE QUOTATION FORM MUST BE SIGNED IN ORDER TO BE CONSIDERED FOR AWARD.

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; (c) no relative of any persons described above; (d) no member of and delegate to the Congress of the United States has an interest whatsoever in Quoter's organization and in the proceeds of a Contract and agreement which might be made between Quoter and the Metropolitan Atlanta Rapid Transit Authority as a result of the, quote, or qualification statement accompanied by this certification; and (e) no person who is or who during the past six 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 Quoter's organization.

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

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

Signature: _____

Name (Print): _____

Title: _____ Telephone #: _____

Email Address: _____

Name of Quoter 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

Please additional sheet(s) if needed

FORM 6
QUALIFICATIONS AND BUSINESS REFERENCES

Name of Quoter:	
Business License Number	
Federal ID Number	
Duns Number	

- Are you registered to do business in Georgia? Yes ☐ No ☐
- Is your company licensed to do Business in the State of Georgia? Yes ☐ No ☐
- 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"/>	S Corporation <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?
(a) As a prime contractor? _____ (b) As a subcontractor? _____
- 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 which your firm has provided services of similar size and scope. (For joint venture work, show the sponsoring individual or company.) ***Use additional sheet(s), using the same format (s) below as needed.***

Customer Organization Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:
Contact Person Name:		Contact Person Number:	
Contact Person Email Address:			
Project Name or Service Description:			

Customer Organization Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:
Contact Person Name:		Contact Person Number:	
Contact Person Email Address:			
Project Name or Service Description:			

7. Have you or your organization, or any officer or partner thereof, failed to complete a contract?
If so, provide details _____
8. 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/she is legally authorized by the Quoter 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: _____

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

APPENDIX A
OFFICE OF DIVERSITY AND INCLUSION REQUIREMENTS

Quoters are: (i) strongly encouraged to consider the use of Small Business Enterprises (“SBE(s)”) in all aspects of the Contract that will be awarded and; (ii) will be required to document their good faith efforts in this regard as an integral part of their Quote. Refer to the Equal Employment Opportunity and Small Business Enterprise Requirements.

- (i) A current listing of SBE’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#tab-2>.
- (ii) MARTA has assigned a 0% goal for Small Business Enterprise participation in this project.

See the attached forms.

METROPOLITAN ATLANTA RADID TRANSIT AUTHORITY
OFFICE OF DIVERSITY AND INCLUSION

SCHEDULE OF SMALL BUSINESS ENTERPRISE (SBE)UTILIZATIONPLAN

Contract #Q50674 Laredo Solar Monitoring Services

As specified in Part I, Section 18 of theEqual Opportunity and Small Business Utilization specifications, Contractors are to present the following details.

Name of Contractor/Subcontractor	S B E	D B E	M B E	W B E	Race	Gender	Point of Contact: Name/Phone Number/Address	Type of work andcontract item or parts thereof to be performed	Agreed Upon Contract Amount
									Total

CERTIFICATION

The undersigned certifies that he/she has read, understands, and agrees to be bound by Part III of thisRequest for Quote including the accompanying Exhibits, regarding Equal Opportunity assurances SBE, and the other terms and conditions ofthe Request for Quote The undersigned further certifies that he/she is legallyauthorized by the Contractor to make the statements and representations in this Part I 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 SBE(s) which are otherwise deemed by the Authority to be technically responsibleand certifiedto perform the work listed above.

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

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

Address:_____

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
OFFICE OF DIVERSITY AND INCLUSION

EEO STATISTICAL DATA

Contract # Q50674 Laredo Solar Monitoring Services

Employment Data as of: _____
Company Location Contract Name

The Contractor shall provide the following information pertaining to its workforce. If the Contractor 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 one): ☐ Atlanta-area workforce ☐ Total permanent workforce (outside Atlanta area)

Firm's Name Signature /Title Date

PART 3
RFQ NO. Q50674
GENERAL TERMS AND CONDITIONS

See attached.

Purchase Order General Terms and Conditions

1. Acceptance

This purchase order is an offer by Metropolitan Atlanta Rapid Transit Authority ("MARTA") to purchase of the goods ("Goods") or services ("Services") specified, from the party to whom the purchase order is addressed ("Seller") in accordance with and subject to these terms and conditions ("Terms"; together with the terms and conditions on the face of the purchase order, ("Order"). This Order will be deemed accepted by the Seller upon the first of the following to occur: (a) Seller making, signing, or delivering to MARTA any letter, form or other writing or instrument acknowledging acceptance or (b) any performance by Seller under the Order. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, unless a separate overriding written contract has been entered into and signed by the parties. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms expressly exclude any of Seller's terms and conditions of sale or any other document issued by Seller in connection with this Order.

2. Delivery

Seller shall deliver the Goods and/or perform the Services at the delivery point ("Delivery Location"), and on the date(s) specified in this Order ("Delivery Date). If Seller fails to deliver the Goods or Services in full, on the Delivery Date, MARTA may terminate the

Order immediately and Seller shall indemnify MARTA against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver.

3. Inspection

MARTA reserves the right to inspect the Goods before, on or after the Delivery Date. MARTA, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. If MARTA requires replacement of the Goods, Seller shall replace the nonconforming Goods at Seller's sole expense within 15 days of being informed of defective or non-conforming goods. If Seller fails to timely deliver replacement Goods, MARTA may, among other remedies set forth herein, replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 7. Any inspection or other action by MARTA under this Section shall not affect Seller's obligations under the Order, and MARTA shall have the right to further inspection after Seller takes remedial action.

4. Price, Payment and Invoices

The price of the Goods or Services is the price(s) stated on the face of this Order ("Price(s)"). Seller warrants that prices shown on this Order shall be complete, and no additional charges of any type shall be added without MARTA's express written consent.

Seller shall invoice MARTA for the Order within thirty (30) days of delivery. Unless otherwise stated in the Order, MARTA shall pay all properly invoiced amounts due to Seller within thirty (30) days after receipt of such invoice, except for any amounts disputed by MARTA.

Purchase Order General Terms and Conditions

The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. Without prejudice to any other right or remedy, MARTA reserves the right and Seller agrees that MARTA has such right, to set off any amount owing to it by Seller against any amount payable by MARTA to Seller. Payment of an invoice is not evidence or admission that the Goods or Services meet the requirements of the Order.

All prices must be Free On Board Destination ("FOB"), unloaded as directed by MARTA and assembled unless otherwise specifically indicated. Seller bears the expense and risk of transporting the goods to the specified location and is responsible for ensuring that the delivered goods have not been damaged during transport.

Unless otherwise specified, payment terms are Net thirty (30) from receipt of accurate and complete invoice and upon acceptance issued by the appropriate MARTA receiving department.

Invoices:

- All invoices should be sent to:

Metropolitan Atlanta Rapid Transit

Authority (MARTA)

accountspayable@itsmarta.com

- A separate invoice is required for each purchase order. Multiple purchase orders issued to the same Seller may not

be invoiced using identical invoice numbers.

- The purchase order number must be on all invoices, correspondence, packages, packing slips, and delivery tickets (shipper's bill of lading). All invoices must state the Seller's name and remittance address, and name of requesting department to whom delivery of Goods and/or Services are to be made.

- Invoices must not include sales tax. Seller acknowledges that MARTA will not pay for any sales tax.

- Discount terms must be specified on the invoice.

- Exact description of Good(s) and/or Service(s) must be shown exactly as stated on the Purchase Order. Invoices are not paid until orders are complete with all items on purchase order received, evaluated, tested, inspected approved and accepted by MARTA.

5. Conflict of Interest/Prohibited Interests

The Seller undertakes, represents, and warrants that none of the following, during his/her/its tenure or for six months thereafter, has or will have any interest, direct or indirect, in the Purchase Order or in any part of the proceeds hereof: members of MARTA's Board of Directors; officers, employees, or of any representative of MARTA in the administration of the Order, pursuant to MARTA's Code of Ethics. This section also applies to members of or delegates to the United States Congress or the Georgia legislature; and members of the

Purchase Order General Terms and Conditions

governing body, and all other officers and employees, of the City of Atlanta, Counties of Clayton, Fulton and DeKalb, Georgia.

6. Change Order

MARTA may, from time to time, initiate changes by issuing to Seller written notices (each, a "Change Order") that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the Terms of this Order. Seller will promptly comply with the terms of any Change Order.

7. Termination

MARTA may terminate this Order, in whole or in part, for any reason or no reason upon thirty (30) days' prior written notice to Seller. In addition to any remedies provided herein, MARTA may terminate this Order with immediate effect, either before or after acceptance of Goods or Services, if Seller has breached any of the Terms herein. If the Seller becomes insolvent, commences (or has commenced by it or against it) a bankruptcy proceeding, receivership, reorganization or assignment for the benefit of creditors, then MARTA may terminate this Order. If MARTA terminates the order, Seller's sole and exclusive remedy, if any, shall be limited to the payment for the Goods or Services already received and accepted by MARTA prior to the termination.

8. Warranties

Seller warrants to MARTA that for a period of eighteen (18) months from the Delivery Date, all Goods, Services or Goods furnished in

connection with Services will: (a) be new and free from any defects in workmanship, material and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law or in equity. Any applicable statute of limitations runs from the date of MARTA's discovery of the noncompliance. If MARTA gives Seller notice of noncompliance, Seller shall, at its own cost and expense, promptly replace or repair the nonconforming Goods or Services.

9. Indemnification

Seller shall defend, indemnify, and hold harmless MARTA and its subsidiaries, affiliates, successors and assigns and MARTA's directors, officers, shareholders, and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with (a) Seller's performance of its obligations (b) Seller's negligence, willful misconduct (c) breach of the Terms of this Order (d) possession of Goods that infringe upon the rights of any third party or (e) misappropriates the patent, copyright, trade

Purchase Order General Terms and Conditions

secret or other intellectual property right of any third party.

10. Insurance

Seller shall, at its own expense, maintain, and carry insurance in full force and effect with financially sound and reputable insurers, which includes: (a) commercial general liability (including product liability) in a sum no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (b) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Order; (c) if the Seller will use or provide for use of motor vehicles in providing and/or performing the Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$1,000,000. Upon MARTA's request, Seller shall provide MARTA with a Certificate of Insurance listing MARTA as the **certificate holder** and evidencing the coverage specified in this Order.

11. Compliance with Law

Seller warrants and represents to MARTA that it is in compliance with (and shall remain in compliance during performance of this Order) and ensure that its employees, agents, contractors and subcontractors (the "Personnel") comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all

responsibility for shipments of Goods requiring any government import clearance. If Seller fails to comply with the laws, orders, rules, ordinances and regulations and as a result MARTA is fined, Seller agrees to pay the fine and costs incident thereto or reimburse MARTA immediately upon written request therefor. To the extent that Seller's personnel are required to enter onto MARTA's site or property, Seller shall ensure that its personnel comply with MARTA's health, safety and environmental policies and standards.

12. Shipping Terms

Delivery shall be made in accordance with the Terms of this Order. The Order number must appear on all documents pertaining to the Order, invoices, packing lists, correspondence, and all shipping documents. Seller shall not substitute material or ship more than the quantity ordered. Seller shall be solely responsible for and pay, all costs of delivering the Goods to the Delivery Location, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports/exports of the Goods ("Customs Duties").

13. Taxes

MARTA is exempt from the State of Georgia and local sales tax and an Exemption Certificate will be furnished upon written request.

14. Title and Risk of Loss

Unless otherwise specified in the Order, risk of loss of the Goods remains with Seller and title will not pass to MARTA until the Goods are

Purchase Order General Terms and Conditions

delivered to and accepted by MARTA at the Delivery Location.

15. Force Majeure

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of the applicable party, without such party's fault or negligence, and which, by its nature, could not have been foreseen by such party ("*Force Majeure* Event"). *Force Majeure* Events include, but are not limited to, acts of God, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. Seller's economic hardship, changes in market conditions or inability to pay a monetary amount are not considered *Force Majeure* Events. Seller shall use its best efforts to end the failure or delay of its performance, ensure that the effects of any *Force Majeure* Event are minimized and resume performance under the Order. If a *Force Majeure* Event prevents Seller from performing for a continuous period of more than fifteen (15) business days, MARTA may terminate this Order immediately by giving written notice to Seller.

16. Relationship of the Parties

The Seller is an independent contractor of MARTA. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

17. Governing Law and Venue

All matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its choice or conflict of law rules. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal court of the Northern District of Georgia and/or state courts of Fulton County, Georgia and the courts of appeal from them.

18. Notices

All notices, consents, claims, demands, waivers and communications required or permitted hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (all fees pre-paid), or U.S. certified or registered mail (return receipt requested, with all postage prepaid). A Notice is effective upon receipt of the receiving party.

19. Inconsistent Terms

The terms found on the face of this Order shall govern over the terms and conditions herein. Any separate written overriding agreement signed by both parties shall govern over the terms of this Order.

20. Services

Any Seller that may perform Services represents itself as qualified and able to perform. Seller

Purchase Order General Terms and Conditions

shall perform Services pursuant to the industry standard of care. MARTA will furnish materials, equipment and machinery only if and to the extent set forth in the Order. Seller will report immediately to MARTA any event or circumstance which Seller knows or reasonably suspects is, or results from, a violation of MARTA's policies or law set forth herein. Seller will, at its sole cost and expense, repair or replace any real or personal property belonging to MARTA that Seller, its employees or agents may damage, destroy or remove while performing or result from performing this Order.

21. Survival

Provisions of this Order which by their nature should apply beyond any termination of this Order will remain in effect for the period expressed within the Section but not longer than a period of two (2) years unless a longer period is specified.

22. Severability

If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.

23. Miscellaneous

Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without MARTA's prior written consent. Any purported assignment or delegation in violation of this

Section shall be null and void. No assignment shall relieve the Seller of any of its obligations hereunder. No modification, alteration or amendment of the Order shall be binding unless agreed to in writing and signed by MARTA. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order by MARTA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege.

Any purchase order awarded shall not be assignable by the Seller without the express written approval of MARTA, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

Publicity. Seller shall not advertise or publicly announce the fact that Seller has contracted to supply any machinery, equipment, material or services for Purchaser without obtaining the prior written permission of Purchaser.

Equal Employment Opportunity. The Seller agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Seller not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of the work. The Seller further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

Purchase Order General Terms and Conditions

Illegal Immigration Reform and Enforcement Act of 2011. Seller certifies its compliance with Illegal Immigration Reform and Enforcement Act of

2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Seller warrants that it has registered with and uses the federal work authorization program commonly known as "E- Verify." Seller further agrees that it will contract for the physical performance of services in satisfaction of this contract only with

subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Seller warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of services in satisfaction of this contract."

24. Time is of the Essence

Time is of the essence with regard to each of these Terms and Conditions.

EXHIBIT A SCOPE OF SERVICES

This Scope of Work (Scope) describes the tasks to be performed for monitoring services for Laredo Solar facility as directed by MARTA's Sustainability Program Manager or his delegate.

The product description is stated below:

1. The Contractor will provide, monitor, and activate a 5-year monitoring subscription.
2. The Contractor will provide a Solar monitoring system assessment (one-time service): this assessment will: identify Degraded or Obsolete Components; evaluate System Integrity; provide a Basis for Future Improvements: Offering insights that could inform upgrades or expansions of MARTA's renewable energy infrastructure.
3. The Contractor will replace all components of the solar monitoring system and commission equipment to validate the sequence of operations (one-time service with limited-service warranty): equipment will be replaced and restored based on the assessment.
4. Reactivation of subscription (for five years): reactivating the monitoring subscription will allow MARTA to measure solar equipment performance, calculate greenhouse gas emissions, current power, weather, solar capacity, account management, track overproduction and sell excess energy back to Georgia Power Company, optimizing financial returns.

EXHIBIT B PAYMENT TERMS

In addition to the Quotation Form (attached hereto as Form 3 and incorporated herein by this reference), MARTA shall pay to Contractor in accordance with the following, which are inclusive of all costs and expenses related to the design, construction, delivery, installation, implementation, maintenance, and repair/replacement of the equipment and additional services provided in accordance with the terms of the Contract. Notwithstanding anything to the contrary contained in this Contract, Contractor acknowledges and agrees that it shall (a) not be paid more than the amount(s) set forth in Section 5 of the Contract and (b) be paid in accordance with the following schedule of payments for the Contract.

The Contractor shall submit an invoice via MARTA's Self-Invoicing Portal. For instructions to submit invoices via MARTA's Self-Invoicing Portal, please access the following link:

http://www.itsmarta.com/uploadedFiles/More/Procurement/Procedures%20for%20Submitting%20a%20Vendor%20Invoice_Rev%2001.09.2018.pdf

The invoice shall include:

- Contract Number to include Purchase Order Number
- A description of the item including supporting documentation
- Total Invoice Amount

Upon review and approval of a properly rendered invoice by MARTA, the invoice will be forwarded to MARTA's Office of Accounting for payment. Payment will be made promptly upon receipt of the approved invoice.

EXHIBIT C

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. Task Order

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

B. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation:

State of Georgia Statutory Coverage

Employer's Liability:

Bodily Injury by Accident/Disease

\$100,000 each accident

Bodily Injury by Accident/Disease

\$100,000 each employee

Bodily Injury by Accident/Disease

\$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 **\$2,000,000 per occurrence/\$4,000,000 aggregate**. The following indicated extensions of coverage must be provided (only if the box is checked):

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

D. Commercial Automobile Liability Insurance

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

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

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

E. Excess or Umbrella Liability Insurance

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

EXHIBIT D
NO CONFLICT OF INTEREST

See attached.