



**Third-Party Operator Public Transit Providers  
Southern Georgia Regional Transit**

**RFP #02-24**

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# 1 Project Overview

## 1.1 Project Overview

The Southern Georgia Regional Commission (“SGRC”) invites proposals for a Third-Party Operator (aka “Transit Provider”) to provide public and contracted transportation services for residents, human service agencies, and other interested parties within an eighteen-county service area (region). Services will be awarded for a one-year period, with an option at the discretion of SGRC to extend for four (4) additional years.

**Rural (Section 5311 program) public transit services** will be provided in the following 15 counties: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Coffee, Cook, Irwin, Lowndes, Pierce, Tift, Turner, and Ware.

**DHS Coordinated Human Services and ModivCare (NET) transportation** will be provided in the following 18 counties: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware.

The public transit program is funded by the Georgia Department of Transportation (GDOT) under a federal and state subsidized service through 49 USC Section 5311. Other funding is provided by the Georgia Department of Human Services (“DHS”) Coordinated Human Services Transportation Program and ModivCare Non-Emergency Medical Transportation (“NET”) Program.

The objective of this procurement is to obtain the services of a qualified Transit Provider with the demonstrated knowledge, experience, competence, financial stability, resources and familiarity with transit services designed to serve the public and human service agency consumers.

This RFP includes the Terms and Conditions and Technical Specifications defining the requirements of the SGRC and identifies all significant factors.

## 1.2 Project Detail

Recipient Name: Southern Georgia Regional Commission  
Recipient Address: 1725 South Georgia Parkway West  
Waycross, GA 31503  
DUNS: 831505263

## 1.3 Contract Term

The contract will begin on August 1, 2023 and end on June 30, 2024. The contract may have options for renewal for four (4) additional one (1) year contract periods with a contract end date of June 30 of each year, at the sole discretion of the SGRC. The final contract period will not extend past June 30, 2028. The annual renewal of the contract shall be based on the availability of funds and successful contract performance the preceding year(s). Contract award will be acknowledged by issuance of a **Notice of Award**. Renewals will be accomplished through the issuance of **Contract Amendments**. Renewals are contingent upon the completion of renewal criteria, including but not limited to: updated proposal information, cost/budget analysis information, favorable evaluations, and approval for renewal by the Southern Georgia Regional Commission Council. The contract resulting from this RFP is contingent upon SGRC receiving funds from GDOT, the Georgia Department of Human Services and ModivCare.

## 1.4 Type of Contract

Cost reimbursable contracts are requested with DHS and NET services paid at a fixed fee per trip

## **1.5 Proposal Submittal**

Proposers must submit proposals in two (2) parts. The first part includes, but is not limited to technical and contractual proposal, including all required submittals. The second part includes, but is not limited to proposed price and cost data, including all required submittals. All information including the number and names of Proposers is kept confidential, within legal constraints. Each proposal part must be submitted in separate sealed envelopes and be clearly labeled as: **Response to Transit RFP – Technical Proposal and Response to Transit RFP – Cost Proposal.**

Technical proposals should identify any proposed substitution or additional features with an explanation of the benefits they offer the SGRC. It is expected that the cost impact of these benefits will also be reflected in the cost proposal. Price quoted will be for a firm-fixed per unit cost rate to cover the administrative cost and for the service hours that are generated by the service demand.

## **1.6 Contact Person**

Clarifying questions about this package and the RFP process may be directed to:

Megan Fowler, Transit Program Manager  
Southern Georgia Regional Commission  
1937 Carlton Adams Drive  
Valdosta, GA 31601  
(229) 333-5277  
mfowler@sgrc.us

## **1.7 Obtaining a Request for Proposal Package**

This RFP is publicly advertised and issued to all requestors. Copies of this Request for Proposal (RFP) can be obtained on the Southern Georgia Regional Commission website at: <https://www.sgrc.us/rfps.html>.

## **1.8 Procurement Requirements**

This procurement shall conform to the procurement requirements of the Georgia State Purchasing Code, with emphasis on Sections 50-5-67 and 50-5-83.

This procurement process shall also conform to the procurement requirements of the Federal Transit Administration's Third-Party Contracting Requirements Circular Number C.4220.1f. Per C.4220.1f, this is procurement by competitive proposal/request for proposal.

## **1.9 Evaluation Committee**

The evaluation committee will evaluate the formal proposals received and rank them in order of preference. The evaluation committee may conduct interviews with those firms determined to be within the competitive range.

The SGRC reserves the right to award a contract on the basis of proposals submitted without negotiation, to reject any and/or all proposals, to re-advertise for proposals and to waive any informality in any proposal and to determine the most responsive proposal by its own criteria, as described within the specification.

Discussions will not disclose information contained in competing proposals.

A final ranking of candidates will be made and interview and negotiations held with those proposers determined to be within the competitive range.

### **1.10 System of Award Management (SAM)**

Proposing firms must not be on the System of Award Management (SAM) list of ineligible firms. The successful Proposer will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Disadvantaged Business Enterprises (DBEs) shall be afforded full opportunity to submit proposals.

### **1.11 Disclaimer**

The SGRC reserves the right to withdraw this RFP at any time for any reason, and to issue clarifications, modifications, and/or addenda, as it may deem appropriate. This RFP does not commit SGRC to award a contract or to pay any costs incurred in the preparation of proposal(s) in response to this request. SGRC reserves the right to accept or reject any or all proposals received as a result of this procurement.



## 2 Introduction

### 2.1 Introduction

The SGRC has chosen to initiate an RFP for the operation of rural public transit service, tentatively to begin operation on August 1, 2023. The purpose of this Request for Proposals (RFP) is to secure the services of a transportation service provider to provide all operations of this service as generally described in this RFP (known as transit service), including service enhancement planning, in accordance with all SGRC, Georgia Department of Transportation (GDOT), Federal Transit Administration (FTA), ModivCare and Department of Human Services (DHS) policies, standards, and procedures. The proposed transit service will be designed to operate as a rural Section 5311 program public transit service, DHS coordinated transportation service and ModivCare (NET) transportation service.

**Rural (Section 5311 program) public transit services** will be provided in the following 15 counties: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Coffee, Cook, Irwin, Lowndes, Pierce, Tift, Turner, and Ware.

**DHS Coordinated Human Services and ModivCare (NET) transportation** will be provided in the following 18 counties: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware.

The services provide door-to-door transit services to businesses, commercial and activity centers in the SGRC areas and is funded with federal, state, and local dollars. Most Public and non-DHS POS (Purchase of Service) trips will be scheduled by calling a toll-free number (to be provided by the Transit Provider) at least 24-hours in advance for the next service day, dependent upon availability. Trips are generally scheduled between the hours of 8am-5pm, however the service shall be operated 24/7 as trips are requested (in support of the DHS requirement to deliver trips 24/7). The SGRC Transit vehicles will come to any address to pick-up or drop-off clients. Public transit trips are allowed to cross county lines and leave the region to meet the needs of the clients, provided that the trips outside the region do not monopolize transit vehicles for a single client or that they put the driver's and passenger's safety at risk due to long driving hours (DHS trips may cross county lines, but are required to remain within the 18-county region).

The proposed transit service uses a 'demand response' model, meaning that there are no fixed routes, stops, or pick-up times. Reservations for next day service must be scheduled in advance by 12 noon or earlier (trips ordered after this time are required to be provided if they do not alter the pre-determined daily trip manifest/route). Daily routes are generated based on the destinations requested. Trips are 'first come-first served' dependent upon availability. Peak times are expected to be between 8-10am and 2-5pm and conversely, more capacity is available during off-peak times, 10am-2pm. Transit service is required to be provided 24/7 (excluding SGRC observed holidays) to aid in providing trips to meet DHS requirements and to serve the public needs, however the majority of trips will occur between 8am-5pm Monday-Friday. The proposed transit service is designed and available for anyone who needs transportation within the SGRC service area.

This solicitation is expected to result in a single contract (however, additional contracts may be issued on a county or group of counties basis to additional contractors). The SGRC 5311 rural public transit program currently operates 49 vehicles with approximately 25,000 public trips, 74,000 DHS trips and 16,000 ModivCare NEMT trips annually. The TPO is expected to provide additional vehicles that meet the requirements of DHS to aid in providing these DHS trips if all of the public vehicles are fully utilized

### 3 Schedule of Events, Instructions and Conditions

#### 3.1 Schedule of Events

The schedule of events is as follows:

<u>RFP Milestone</u>	<u>Date</u>	<u>Time</u>
Release of RFP	April 24, 2023	
Proposer's Conference	May 1, 2023	11:00 AM EST
Deadline for Written Questions	May 12, 2023	4:00 PM EST
Deadline for Request for Deviations	May 12, 2023	4:00 PM EST
Deadline for Proposals	May 24, 2023	12:00 PM EST
Review and Selection Period	May 25 – June 9, 2023	
Notification to Proposers	June 12, 2023	
Contract Negotiations	June 12 – June 30, 2023	
Program Begins	July 1, 2023	

#### 3.2 Preparation of Proposals

Proposers are expected to examine the Bid Requirements and all instructions. Failure to do so will be at the proposer's risk.

#### 3.3 Proposers Conference

A virtual proposer's conference will be held on **May 1, 2023 at 11:00 am**. Please register by emailing Megan Fowler at [mfowler@sgrc.us](mailto:mfowler@sgrc.us). Once registered, you will be provided with the link and a call-in number for the conference.

*Please Note: Questions asked and answered at this conference will not be reduced in writing and forwarded to those proposers not in attendance.*

#### 3.4 Explanation of Proposers

Requests for additional details will be honored between **April 24, 2023 and May 23, 2023**. All requests must be made in writing and sent to Megan Fowler @ [mfowler@sgrc.us](mailto:mfowler@sgrc.us). Requests will be logged to include date, time, organization, and nature of the request. Responses will be provided in writing and emailed from our offices within three working days. Any explanation or information given to any prospective Proposer concerning a solicitation will be made available to all prospective Proposers as an amendment to the solicitation, if lack of such information would be prejudicial to uninformed Proposers.

**THIS IS A COMPETITIVE PROCUREMENT; THUS, TRANSIT STAFF WILL PROVIDE CLARIFYING INFORMATION, BUT THEY ARE NOT AVAILABLE FOR EXTENSIVE TECHNICAL ASSISTANCE OR ADVICE.**

#### 3.5 Unsolicited Proposals

RFP's will be available only during the solicitation period **(April 24, 2023 – May 23, 2023)**. The SGRC will not consider any unsolicited proposals for Fiscal Year 2024 funding. Proposers not meeting the **May 24, 2023** deadline must wait to submit proposals until another solicitation is issued.

### 3.6 Due Date and Time

Proposals responding to this RFP package are due by **Wednesday, May 24, 2023 at 12:00 p.m. (Noon)**. Proposals must be officially received at the Southern Georgia Regional Commission, 1725 South Georgia Parkway West, Waycross, Georgia 31503 no later than 12:00 pm or it will not be considered.

### 3.7 Submittal Format

The one (1) original and four (4) copies of the technical proposal and cost proposal must be submitted in separate sealed envelopes clearly marked to identify the contents. Proposer(s) must also include one (1) flash drive containing both the Transit Service Technical Proposal as well as the Transit Service Cost Proposal. Each package or envelope containing proposals shall be properly identified as follows with the following information placed on the outside of the package or envelope:

Southern Georgia Regional Commission  
c/o Roberta Lovett, Deputy Executive Director of Human Services  
1725 South Ga Parkway, W  
Waycross, GA 31503  
[rlovett@sgrc.us](mailto:rlovett@sgrc.us)  
912-285-6097

One packet marked -Proposal for Transit Service Technical Proposal

One packet marked -Proposal for Transit Service Cost Proposal

### 3.8 Delivery Requirements

Proposals must be mailed or hand delivered to the SGRC.

**Proposals received via fax or email will not be considered.**

#### 3.8.1 Mailed Proposals

Proposers may choose to mail their bids or employ a commercial delivery service. Mailed proposals must be received by the SGRC office by the deadline date and time. No consideration will be taken for proposals that are delayed due to reasons outside the control of the proposer. A "Notice of Receipt of Proposal" which will indicate the date, time of delivery, and number of copies submitted will be mailed and/or emailed to the proposer.

#### 3.8.2 Hand Delivered Proposals

Proposers may choose to deliver their proposal in person to the indicated office. Proposers who deliver their bids should obtain a "Notice of Receipt of Proposal" which will indicate the date, time of delivery and number of copies submitted. The SGRC staff will also record the proposal delivery on a log, which will be removed and "red-lined" at the exact hour specified in the solicitation as the deadline for receipt of offers. Hand delivered bids are to be received exclusively by the following SGRC staff: Jackie Bennett, Kim Vining, or Roberta Lovett. No other SGRC staff are authorized to accept hand delivered proposals.

### 3.9 Number of Copies

Four (4) paper, one with original signature(s), and one (1) flash drive copy must be submitted. If this requirement is not met, the proposal will be determined non-responsive and will not be considered for funding.

### **3.10 Addendum**

Any change in the conditions or terms of this RFP will be accomplished by written addendum sent to prospective Proposers and posted to the website (<https://www.sgrc.us/rfps.html>). All such addenda shall become part of the proposal and resulting contract.

### **3.11 Rights of Rejection**

The SGRC reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, or to postpone the public bid opening, when to do so would be to the advantage of the SGRC. It is also within the right of the SGRC to reject responses that do not contain all elements and information requested in this RFP. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the SGRC on a case-by-case basis.

### **3.12 Rights to Amend and/or Cancel the RFP**

The SGRC reserves the right to amend this RFP. Any revisions must be made in writing prior to the RFP closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE RFP. Suppliers are encouraged to frequently check the RFP for additional information. Finally, the SGRC reserves the right to cancel this RFP at any time.

### **3.13 Responsive Proposals**

The SGRC or its designee shall solely determine if each proposal is responsive. The responsiveness of each proposal shall be determined by its conformance to the scope of work, instructions to Proposers, legal requirements of the RFP, and the best interests of the SGRC. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed nonresponsive, and accordingly rejected.

### **3.14 Responsible Proposers**

The SGRC shall award a contract only to the responsible and responsive Proposer who possesses the highest potential to perform successfully under the terms and conditions of this RFP. Consideration shall be given to such matters as Proposer's integrity, qualifications of Proposer's staff, experience with similar projects, record of past performance, and accessibility to financial and technical resources. The Proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by the SGRC clearly indicates that the Proposer is not responsible and the SGRC has doubts about the productive capacity, financial strength, or past performance of a Proposer which cannot be resolved affirmatively, a determination that the Proposer is non-responsible shall be rendered.

### **3.15 Withdrawing Proposals**

After proposals are opened by the SGRC, the Proposer may not withdraw proposals for 90 calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the Proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his/her identity known and

shall sign a receipt for the proposal. Written notices shall be received by the SGRC later than the exact date and time for proposal opening.

### **3.16 Error in Proposals**

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the Proposer's own risk and he/she cannot secure relief on the plea of errors.

### **3.17 Deviations, Approved Equals, and Exceptions**

Requests for deviations, approved equals or exceptions to the Request for Proposal and/or Scope of Work must be received, by the SGRC in writing, using Appendix K: Request for Deviations, Approved Equals or Exceptions, by **May 12, 2023 at 4:00 PM EST**. Any such request must be fully supported with technical data or other pertinent information as evidence to support that such exception is equal to or superior to the specification requirement. The SGRC shall notify in writing those firms submitting such requests of their specific acceptance or rejection, item by item, by **May 31, 2023 4:00 PM EST**. If formal requests for deviations, approved equals, or exceptions are not received in writing by the due date, submitted proposals will be interpreted to comply with and meet exactly this RFP and Scope of Work.

### **3.18 Protest**

A Proposer may protest an intent to award of contract by submitting their protest in writing following the procedures in the SGRC Transit Procurement Policy which can be found at:  
<https://www.sgrc.us/public-transit-services.html>.

### **3.19 Financial Statements**

Proposers may be requested to submit additional financial statements to demonstrate that the Proposer is financially responsible to receive the award.

### **3.20 Timely Completion**

All Proposers by virtue of submitting a proposal agree to meet the project schedule as outlined in this RFP.

### **3.21 Assignment of Contract**

This contract may not be assigned in whole or in part without the written consent of the SGRC.

### **3.22 Subcontracting**

Subcontracting to other firms, corporations, partnerships, agencies, or individuals for the actual provision of transit service or vehicle maintenance is not allowed without the advanced written approval of the SGRC.

### **3.23 Applicable Law and Venue**

The work performed by the successful Proposer in response to this RFP shall be in compliance with all applicable federal, state, and local laws and their respective rules and regulations. The successful proposer shall ensure that all applicable federal requirements shall flow down to any subrecipients or subcontractor. This compliance shall be at the successful Proposer's expense. Venue for any legal action arising out of the resulting contract and between the parties hereto shall be exclusively in Lowndes County, Georgia.

### **3.24 Indemnification**

The selected firm shall indemnify and hold harmless the SGRC, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the firm's acts or omissions, including acts of omissions of its employees, servants, and agents. The SGRC will give prompt notice of any suits or claims instituted and will give all needed information to the firm for defending itself through counsel.

### **3.25 Required Certifications**

All Proposers shall complete and submit the certifications included herein and incorporated into this RFP. Proposers should review Appendix B: Required Contents of Proposals to ensure compliance with this section.

### **3.26 Right to Adjust**

If the SGRC determines during the life of the contract that data submitted by the TPO/bidder is not current, incomplete, or is inaccurate, the SGRC and Transit Provider shall negotiate a mutually agreeable adjustment in cost.

### **3.27 Contract Change Orders**

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless the SGRC gives prior written approval. The Transit Provider shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly approved by written notice.

**Change Order Procedure:** Within thirty (30) calendar days after receipt of a written change order request, the Transit Provider shall submit a detailed price and schedule proposal for the work to be performed. The proposal shall be accepted or modified by negotiations between the Transit Provider and the SGRC. At that time both parties shall execute a detailed agreement in writing.

### **3.28 Form of Agreement**

The agreement between the SGRC and the successful Proposer will be in form of a transit service agreement (*Exhibit J: Sample Contract*) and shall incorporate the scope of services and responsibilities of the Transit Provider as well as the required clauses listed in Appendix G: Required Federal Terms & Conditions.

### **3.29 Contract Turnover Procedures**

Upon termination of the contract, the Transit Provider shall follow the procedure provided in Exhibit K: Contract Turnover Procedures and return all SGRC owned facilities, vehicles and equipment to SGRC ready for use, in sound mechanical and operating condition with no deferred maintenance or damage, normal wear and tear excepted.

### **3.30 Ownership of Operating Records**

All operating data prepared or created during the course of this contract including but not limited to driver manifests, client information, drug and alcohol testing records and vehicle maintenance records shall be the property of the SGRC. At contract turnover and at any other time the SGRC makes a request

for operating records, the Transit Provider shall provide these operating records and documents in an electronic format determined by the SGRC at no additional cost to the SGRC.

## 4 Scope of Work - General

### 4.1 Objective of Procurement

The overall objective of the RFP is to solicit the qualified and professional services of a Transit Provider on a contractual basis. The proposed Transit Provider will be contracted to deliver the following services to include:

- To provide contracted transportation services to citizens within the SGRC region as indicated in this proposal;
- To eliminate the duplication of existing routes by coordinating/consolidating the transportation of social service agency clients and thereby reducing costs;
- To provide cost-effective transportation for those who are without transportation or have depended on more costly means of obtaining transportation;
- Receive and monitor telephone calls from potential passengers, dispatch trips, and offer referral services to outside transportation providers when necessary;
- Provide day to day oversight for the overall transportation system;
- Meet all reporting requirements in the 5311, DHS and ModivCare programs; and
- Deliver a provision of services in a manner to guarantee a high level of quality assurance.

### 4.2 Service Area

SGRC Transit will provide a demand response service model and will have no fixed routes. The service area includes the following counties in the SGRC region:

**Rural (Section 5311 program) public transit services** will be provided in the following 15 counties: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Coffee, Cook, Irwin, Lowndes, Pierce, Tift, Turner, and Ware.

**DHS Coordinated Human Services and ModivCare (NET) transportation** will be provided in the following 18 counties: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware.

Public transit trips are allowed to cross county lines and leave the region to meet the needs of the clients, provided that the trips outside the region do not monopolize transit vehicles for a single client or that they put the driver's and passenger's safety at risk due to long driving hours (DHS trips may cross county lines, but are required to remain within the 18-county region).

### 4.3 Ridership and Operational Data

Annual passenger trips and vehicle miles for the transit service for the most recent year(s) are shown in [Appendix A: Service Area Information](#). These number are for planning purposes only and not a guarantee of any kind by the SGRC of the number of hours or miles of service to be delivered by the Transit Provider. SGRC as its option will establish the number of daily monthly and annual service hours to be operated based upon the available funding. Payments to the Transit Provider will be restricted to the budgeted hours/miles/trips and funding included in the annual contract. Without prior written permissions approved by the SGRC, the Transit Provider will not operate any service hours above the approved contract limits. All revenues, including passenger revenues, ModivCare NET revenues, and DHS revenues form services provided on the 5311 vehicles or vehicles leased for the 5311 services will be the property of the SGRC.



#### 4.4 Days and Hours of Service

Service hours for all trips will be 24/7 with reservations made at least 24 hours in advance (see specific guidance for exceptions for DHS trips) however; short-notice public trips may be provided if they do not alter the predetermined daily routes. Most trips will occur between 8:00 AM and 5:00 PM, Monday to Friday. The successful Transit Provider may be required to provide scheduled trips beyond these core hours as demand warrants to meet the needs of the passengers on the AM or PM routes. Certain contracted trips may require after hour or weekend services.

- a) Acknowledgement of Requests for Services – The Transit Provider will respond to telephone calls and fax messages from 8:00 AM to 5:00 PM, Monday through Friday.
- b) Business functions may be closed for general holidays as observed by SGRC, or as otherwise mutually agreed upon by the Transit Provider and SGRC. However, transportation needs, if any, must be met by the successful Transit Provider on scheduled holidays.
- c) GDOT Section 5311 Rural Public Transportation Services – The Provider shall accept reservations for demand-response service between 8:00 a.m. and 5:00 p.m., Monday through Friday. Reservations should be made at a minimum of twenty-four (24) hours in advance of the trip. The dispatcher shall maintain a demand-response reservation log, recording the name, address, and telephone number of the caller and the requested pick-up times and locations for trip origination and all destinations. If the trip can be accommodated, the dispatcher will make the reservation, record the method of payment and type of trip. If this trip cannot be accommodated, the dispatcher shall note this on the demand-response log as designed by Provider(s) and approved by SGRC.

##### Department of Human Service Programs

Under the DHS Coordinated Transportation Program, transportation services are designed, coordinated, and monitored through the Regional Transportation Office staff assigned to each DHS region (SGRC is in DHS Region 11). Coordinated Transportation allows for greater access to human services for the elderly, the disabled, and those with limited transportation options, while encouraging a more efficient method of mobility for our consumers. It is the policy of the Georgia Department of Human Services (DHS) to provide quality and cost-effective transportation to eligible DHS consumers for those vital services designed to enhance health, independence and self-sufficiency. It eliminates duplicated transportation efforts and more effectively utilizes the vehicle fleet.

The Coordinated Transportation Program is administered through the DHS Office of Facilities and Support Services, Transportation Services Section (TSS). Responsibilities of the TSS include, but are not limited to: the development of policies that ensure quality services; technical assistance; establishment of a data system for program monitoring; an evaluation program for determining effectiveness; and development of statewide public relations plans. The Georgia Department of Human Services (DHS) includes the Division of Aging Services (DAS), Division of Family and Children Services (DFCS), and Division of Child Support Services. The Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) and the Georgia Vocational Rehabilitation Agency (GVRA) provide funding for transportation services for consumers. Recognizing the importance of transportation in linking people with services and opportunities, DHS developed a statewide transportation system to meet the specialized transportation needs of its clients who are elderly, mentally and physically disabled and/or low-income. DHS provides quality and cost-effective transportation to eligible DHS consumers for those vital services designed to enhance health, independence and self-sufficiency. The services in the SGRC area will expand to other identified public entities in the future. This effort is provided statewide through Coordinated Transportation systems that deliver quality service through coordination with:

- Division of Aging Services (DAS); administers a statewide system of services for older Georgians and adults with disabilities. The division provides in-home services to maintain independence; public education and outreach services; health promotion services; and senior employment services.
- Division of Family and Children Services (DFCS); investigates child abuse; finds foster homes for abused and neglected children; helps low income, out-of-work parents get back on their feet; assists with childcare costs for low-income parents who are working or in job training; and provides numerous support services and innovative programs to help troubled families.
- Department of Behavioral Health and Developmental Disabilities (DBHDD); is responsible for mental health, developmental disability and addictive disease programs.
- Georgia Vocational Rehabilitation Agency (GVRA); is responsible of helping people with disabilities to become fully productive members of society by achieving independence and meaningful employment

For the purposes of this solicitation, the SGRC seeks to serve consumers of services under: the Division of Aging Services (DAS), the Department of Behavioral Health and Developmental Disabilities (DBHDD), the Division of Families and Children Services (DFCS), and Georgia Vocational Rehabilitation Agency (GVRA).

#### **4.5 Vehicles**

The successful Transit Provider will utilize GDOT authorized vehicles for the Section 5311 Public Transportation Program. Details of vehicles can be found in *Exhibit B: Vehicle Inventory*.

SGRC will hold title to any GDOT vehicle used by the Transit Provider in the system. Vehicles operated under the program are eligible for replacement under the following conditions:

##### **Criteria for Replacement of Vehicles:**

- A. 150,000 miles or five years old
- B. The vehicle is unserviceable and rehabilitation is not cost effective.

The Transit Provider will coordinate vehicle turn in and replacement activities with GDOT.

#### **4.6 Fuel**

The Transit Provider is responsible for all fuel purchases. To facilitate fuel purchases, SGRC may make Wright Express fuel cards available to the Transit Provider upon written request, and will deduct the actual cost of fuel purchased from monthly invoices. When Wright Express stations are not available, the Transit Provider must procure fuel from other stations located within the service area without unnecessary travel that could impact on-time performance. *Exhibit G: Fuel Card Usage Agreement* is attached for the proposer's review.

#### **4.7 Local Matching Funds**

The Transit Provider is responsible for securing the FTA grant required local match contribution for the SGRC's public transit program. The Transit Provider must certify as its ability to secure the required local match and provide a list of sources and amounts that will be used to match the FTA grant as a part of this RFP and in the contract.

## 4.8 Performance Standards

It is the intention of the SGRC to provide a high-quality transit service within the transit service area. Performance standards have been established that will be monitored by the SGRC during the duration of the project. For performance not delivered in accordance with standards as specified in the Exhibit H: Performance Standards, the SGRC will incur additional expense, loss of confidence by system users, negative public image for the program, and other damages. For this reason, compliance with the performance standards shall be monitored. The SGRC shall have sole discretion in determining whether performance standards have been met or not met. Failure to meet and/or maintain performance standards shall be a considered prior to executing any of the contract renewal options. Continued poor performance by the TPO may result in early termination of the contract.

Upon mutual agreement, at any point during the term of the contract, incentives may be offered for exceeding the performance standards and penalties may be assessed for poor performance. The terms and conditions of the performance incentives and penalties shall be mutually agreed upon and implemented with a contract addendum.

## 4.9 Required Transportation Services

The Transit Provider must provide the following types of transportation services and meet the required performance criteria. The Transit Provider is responsible for successfully completing and carrying out all scheduled service in a timely manner. The TPO shall report to the SGRC monthly a list of missed services and the reason. Excessive missed service may subject the Transit Provider to poor performance penalties.

a) Demand-response or route deviation service.

Demand-response is a type of service where individual passengers can request door-to-door or curb-to-curb transportation from a specific location to another specific location at a certain time. Route deviation service operates along a public way on a fixed-route, but may deviate from the route occasionally in order to take a passenger to a destination or pick one up from an origin, after which it returns to regular route.

b) Contract and subscription service.

Subscription service is a type of demand response service in which routes and schedules are pre-arranged to meet the travel needs of riders who sign up for the service in advance. Often these riders are clients of human service agencies, who contract with the transportation operator to provide the service on behalf of the agency.

This type of service may be provided by a Section 5311 program only to the extent that it does not violate FTA Charter Bus restrictions.

## 4.10 No Shows

- a) A passenger who is not at the appointed pick-up location at the scheduled time and who has not informed the Transit Provider in advance that he/she would be absent is considered a no show. The driver must wait five (5) minutes after the appointed pick-up time before a passenger is considered a no-show.
- b) When a passenger is a no-show, their return trip (if one is ordered) is automatically cancelled. The passenger or the ordering organization must contact the Transit Provider to request the return trip if it is needed.
- c) Excessive no-shows may result in the passenger being suspended from service for thirty (30) days.
- d) Excessive no-shows may be defined by the HSP. If not defined, the SGRC defines excessive as missing 10% or more of their scheduled trips in a calendar month.

#### **4.11 Transportation Service Delivery**

The Transit Provider must assure that transportation services are provided which comply with the following minimum service delivery requirements and which shall be delineated in all transportation service agreements:

- a) Individuals that are being transported that require high levels of supervision shall not be left at destination points without the supervision of an adult. In the event that no adult is present at the point of destination or alternate destination listed to receive such a passenger, the driver will contact the dispatcher, and begin efforts to locate the passenger's emergency contact.
- b) The Transit Provider shall maintain passenger confidentiality at all times.
- c) The Transit Provider shall inform SGRC of any difficulties experienced in transporting a passenger, whether related to safety, behavior, or other reason.
- d) Parents or guardians will be required to provide child safety seats for the safe transport of children.
- e) The Transit Provider shall summarize the daily logs maintained by drivers and report requested information to the SGRC monthly or quarterly as agreed upon by SGRC and the Transit Provider.
- f) Public demand response passengers will pay a cash farebox rate upon pick-up and subscription passengers will not be charged unless specifically authorized in writing or unless otherwise specified in this RFP. The SGRC currently has an established cash farebox rate of \$3.00 per trip 0-10 miles, plus \$0.50 per mile over 10 miles. These rates are subject to change during the course of the contract.
- g) The Transit Provider will provide sufficient resources (offices, equipment, staff, and drivers) to provide services under this RFP.
- h) The Transit Provider will use all software applications as required by GDOT, DHS and ModivCare.
- i) The Transit Provider must meet registration requirements of the Georgia Public Service Commission to provide transportation services, and maintain an active valid registration throughout the term of the contract (if applicable).

#### **4.12 Pick Up and Delivery Standards**

The Transit Provider must assure that transportation services are provided which comply with the following minimum pick-up and delivery service requirements and which shall be delineated in any applicable transportation service agreements:

- a) The Transit Provider being on time shall be a standard practice. The vehicles must be on time for pick-up and delivery, unless there are extenuating circumstances beyond the Transit Provider's or driver's control. A 95% on-time performance rate is required. A 20-minute pick-up and delivery window period will be allowed (10 minutes before pick up time and 10 minutes past pick up time). Notification must be given by the Transit Provider to the passenger in the event of unavoidable delays.
- b) The driver may arrive up to ten (10) minutes before the scheduled pick-up time; however, a passenger shall not be required to board the vehicle before the scheduled pick-up time for return trips. The Transit Provider is not required to wait more than five (5) minutes after the scheduled pick-up time.
- c) The Transit Provider must ensure that passengers are transported to and from appointments on time.

- d) The Transit Provider must ensure that no passenger served under this RFP is forced to remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.
- e) Late arrival by more than 20 minutes will be reported to the dispatcher for the purpose of notifying the passenger of the late arrival. The Transit Provider must advise scheduled riders of alternate pick-up arrangements, as required, when late arrivals will occur within a given route.
- f) The Transit Provider will monitor trips to ensure that passengers are picked-up and delivered timely.

#### **4.13 Denial of Service**

The Transit Provider may propose to deny a trip for a passenger who:

- a) Exhibits uncooperative behavior or misuses/abuses the transportation services; or
- b) Repeatedly is not ready to board the transport five (5) minutes after the scheduled pick-up time.
- c) If certain behavior or actions are serious enough to require immediate assistance or intervention by police or other authorities, transportation service is immediately suspended pending a review of the incident. In these situations, the Transit Provider will submit an incident report to SGRC.

The Transit Provider must provide in writing to SGRC the proposed passenger to be denied or terminated transportation services and the specific reason for denial or termination. SGRC must review the situation to determine if it can be corrected prior to proceeding with the impending denial or termination.

#### **4.14 Backup Service**

In the event that a public transit vehicle is removed from regular service, backup transit vehicles may be leased from GDOT. In order to acquire a GDOT leased vehicle, approval must be given by SGRC and coordinated through GDOT.

#### **4.15 Procedures for Ordering and Canceling Services**

The following procedures will be used to order or cancel services on the public transportation system.

##### **4.15.1 Ordering Subscription Trips**

Subscription trips can be ordered by human service agencies, business entities, or non-profit organizations during normal business hours from 8:00 A.M until 5:00 P.M., Monday through Friday. Subscription trips may be ordered up to thirty (30) days in advance, and will be taken on a first come first serve basis. Subscription trips will receive scheduling priority over random trips. DHS trip ordering/processing must be processed through the TRIP\$ system (as provided by DHS).

##### **4.15.2 Ordering Demand Response Trips**

Demand response trips can be ordered by any citizen within the region of service during normal business hours from 8:00 A.M until 5:00 P.M., Monday through Friday. Demand response trips must be ordered at least twenty-four (24) hours in advance, and trip orders will not be accepted more than seven (7) days in advance. When placing trip orders, the Transit Provider should ask about any special needs required for transport (i.e., child restraints, wheelchair accessibility, etc.).

##### **4.15.3 Cancelling Trips**

A subscription or demand response trip may be cancelled by the passenger with a notice made by 8 a.m. on the day of the scheduled trip. Cancellations that occur more than two (2) times within a five (5) day period could lead to a passenger's service being suspended.

If the trip is cancelled by a client of a human service program, the Transit Provider must notify the human service provider by fax within three (3) business hours of the cancellation.

#### **4.15.4 Suspending Trips**

After excessive no-shows or inadequate cancellation notifications the Transit Provider does not attempt to transport the passenger again for thirty (30) days. Suspension of subscription trips for clients of human service agencies will be governed by the “No Show” policies of those agencies for DHS clients, ModivCare and by SGRC for demand response riders.

#### **4.15.5 Terminations**

Service terminations occur when a subscription or demand response passenger, or their representative, notify the Transit Provider that they will no longer order trips on the system. If certain behavior or actions are serious enough to require immediate assistance or intervention by police or other authorities, transportation service is immediately suspended pending a review of the incident. In these situations, the Transit Provider will submit an incident report to SWGRC.

The Transit Provider must provide in writing Southwest Georgia Regional Commission the proposed passenger to be denied or terminated transportation services and the specific reason for denial or termination. Southwest Georgia Regional Commission must review the situation to determine if it can be corrected prior to proceeding with the impending denial or termination.

#### **4.16 Policy Updates**

The Transit Provider shall adhere to all updated policies and regulations provided by federal, state, regional and local transit partners (i.e., FTA, GDOT, DHS, and SGRC) and understands that state policies can be updated throughout the contract year.

## 5 Scope of Work – Transit Provider Responsibilities

The Transit Provider shall, under specific terms and conditions, provide services as directed by the SGRC in accordance with the guidelines and policies set forth by the Federal Transit Authority (FTA), the GDOT Section 5311 Public Transportation Administrative Guide, the DHS Transportation Manual, the ModivCare Transportation Manual and in accordance with the requirements of this RFP. All manuals and policies pertaining to applicable FTA regulations, the GDOT Section 5311 Public Transportation Program, DHS Transportation Program and ModivCare Transportation Program hereby become part of this RFP.

In any circumstance whereas this RFP and the GDOT Section 5311 Public Transportation Program Guide and/or the DHS Transportation Manual has conflicting information, the federal and state issued mandates will supersede the information in this RFP. Updates to these policies and manuals will be distributed to the successful Transit Provider, which may hereby update the information contained in this Request for Proposals.

The TPO shall be responsible for the following:

### 5.1 Facility

The successful Transit Provider shall provide an office within the SGRC service area for local supervisory staff, call center/dispatch employees and bus operators. This office space must be of sufficient size to support a call center and allow bus operator training. Please note the call center may be a remote location depending on the organization structure of the Transit Provider. SGRC in cooperation with the Transit Provider and participating local jurisdictions will work to provide secure bus parking at locations throughout the region if needed.

### 5.2 Right to Entrance on Transit Provider Property

The Transit Provider shall permit and allow any and all duly authorized SGRC employees or representatives to enter upon any part of the Transit Provider's occupied property or facilities for the purpose of inspecting facilities and equipment, inspecting and/or auditing financial or operating records, and for other matters relevant to the project upon from the SGRC of its intent to make such entry. No notice shall be required for on-road vehicle inspections to be conducted by the SGRC. The Transit Provider shall instruct its drivers to allow SGRC personnel and official representatives to have right of entry on vehicles upon showing proper identification.

### 5.3 Vehicles

The SGRC will provide to the Transit Provider the vehicles listed in Exhibit B: Vehicle Inventory. SGRC will hold title to any GDOT vehicle used by the Transit Provider in the system. The vehicles operated under this contract must be maintained in a safe and good mechanical condition. The Transit Provider shall provide for the personnel, parts, and preventative and repair maintenance to keep the vehicles clean and in good working order. The vehicles shall be subject to inspections by SGRC, GDOT, DHS and ModivCare on a semiannual basis, or as otherwise determined by SGRC, GDOT, DHS and/or ModivCare. The Transit Provider will provide documented proof of said maintenance upon the request of SGRC, GDOT, DHS and/or ModivCare. The Transit Provider must provide vehicle insurance in accordance with the requirements of this RFP. Upon contract completion or termination, the Transit Provider will return the GDOT vehicles in good operating condition.

## 5.4 Fleet Management

### 5.4.1 Vehicle Maintenance Requirements

The Transit Provider shall ensure vehicle maintenance is performed so that sufficient numbers of vehicles are available to properly provide service at all times. Vehicles must be maintained in good working order. The Transit Provider will be required, at a minimum, to follow the manufacturer's recommended maintenance schedule for Section 5311-funded property – including vehicles, wheelchair lifts, and other accessibility equipment.

The Transit Provider must have a GDOT approved maintenance policy and plan with goals and objectives, and implement the planned program. The condition of the vehicles, including accessibility equipment, will be monitored through GDOT vehicle inspections conducted by the District Public Transportation Coordinators each year.

The Transit Provider shall make available upon request documentation relative to the vehicle manufacturer's recommended standards for preventative maintenance at intervals specified. Cost of fleet management shall be included in the TPO's proposal. At a minimum, these inspections must be completed so that 80% or more are on-time considering a 10% mileage variance.

The Transit Provider shall repair all safety-related and ADA-related deficiencies identified in the inspections before placing the vehicle back in revenue service. All non-safety deficiencies shall be repaired within seven (7) calendar days. Vehicles with deficiencies are subject to re-inspection by the SGRC to ensure that corrective repairs are properly made. All costs associated with the Transit Provider's personnel in getting vehicles to/from and during inspections shall be the Transit Provider's expense. All costs associated with correcting identified vehicle deficiencies shall be at the Transit Provider's expense.

The cost of all accident repairs including any insurance deductibles are the Transit Provider's responsibility. All costs associated with the Transit Provider's personnel in getting vehicles to/from and during inspections shall be the Transit Provider's expense. All costs associated with correcting identified vehicle deficiencies shall be at the Transit Provider's expense.

Prior to beginning service, the Transit Provider shall provide to the SGRC an updated fleet maintenance plan documenting the Transit Provider's maintenance and cleanliness standards, preventive maintenance plan and intervals relative to the vehicle manufacturer's recommended preventive maintenance standards. A monthly maintenance report listing inspections completed, pending and missed, and vehicle breakdowns will be provided by the Transit Provider to the SGRC no later than the tenth day of the following month.

### 5.4.2 General Vehicle Requirements

All vehicles must meet the vehicle requirements during the contract period as outlined in [Exhibit C: General Vehicle Requirements](#).

### 5.4.3 Incidental Use and Storage of Transit Service Vehicles

The Transit Provider is prohibited from using transit service vehicles for any purpose other than transit service. Transit service vehicles shall only be stored at the SGRC approved facility or at a maintenance subcontractors' facility in the event of subcontracted maintenance to be performed.



#### **5.4.4 Marking of Transit Vehicles**

The SGRC, in cooperation with GDOT, is responsible for ensuring all vehicles are marked as public transit vehicles. All vehicles must be marked with the system name, logo, and telephone number. Transit vehicles, both public and private must also contain DHS, ModivCare and GDOT required information.

#### **5.4.5 Vehicle Tracking System**

The Transit Provider shall provide a vehicle tracking system so that the location of vehicles can be observed through an internet-based system. All system costs including equipment, maintenance, software, license and monthly communications will be the TPO's responsibility. The SGRC and all participating agencies will be allowed access to the system without additional cost to monitor vehicle location and performance. Each proposer shall describe the proposed vehicle tracking system including current locations where the vehicle tracking system is deployed.

#### **5.4.6 Vehicle Safety**

All vehicles are to be maintained in a safe condition. Unsafe vehicles shall not be operated. The Transit Provider shall ensure that:

##### **5.4.6.1 General Vehicle Safety**

1. A basic first aid kit with a minimum of 10 units is kept on each vehicle.
2. Each vehicle must be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires, in accordance with the standards of the National Fire Protection Association's "NFPA 10" standard for portable fire extinguishers. Portable extinguishers that comply with this standard must meet or exceed either the Fire Test Standard-ANSI/UL 711, Standard for Rating and Fire Testing of Extinguishers or the Fire Performance Standard-ANSI/UL 299, Standard for Dry Chemical Fire Extinguishers. Extinguisher's must be mounted and or secured, and they must be inspected annually.
3. Drivers must wear seat belts whenever they operate a motor vehicle. Drivers must ensure that other occupants employ appropriate restraints at all times.
4. Vehicles will be free of hazardous debris or unsecured items and will be operated within the manufacturer's safe operating standards at all times.
5. The engine is to be turned off, and the key removed whenever the driver leaves the vehicle.
6. Vehicle equipment, such as wheelchair lift attachments, will be secured at all times.

##### **5.4.6.2 Passenger Safety**

1. Passengers must wear seat belts whenever the vehicle is being operated.
2. Passenger occupancy will not exceed the vehicle manufacturer's approved seating capacity.
3. Vehicles will be parked or stopped so that passengers will not be forced to cross streets.
4. An approved child safety seat or other specially adapted seating appropriate to the age and size of the child must be used when transporting children.

#### **5.5 Insurance Requirements**

The Transit Provider shall be required to maintain at its expense at all times during the duration of the resulting contract the insurance coverage found in Exhibit F: Insurance Requirements. Failure to maintain all insurance coverages for the duration of the project as listed in Exhibit F may result in immediate termination of contract.

## 5.6 Staffing and Supervision

The Transit Provider shall be responsible for hiring and properly training all personnel necessary to successfully complete the project including drivers, maintenance personnel, dispatchers, and supervisors. Costs for all personnel, including drivers, supervision and management, and other necessary staff, shall be included in the Transit Provider's proposed cost per unit.

### 5.6.1 Project Manager

The Transit Provider will appoint an experienced Project Manager who will oversee the implementation and on-going deliverance of public transportation services.

- a) Coordinate and manage the overall day-to-day operations necessary for the provision of public and human service transportation services and the maintenance of appropriate records and systems of accountability to report to the SGRC and respond to the terms of the Contract.
- b) Provide assurance that the transportation services meet health and safety standards for vehicle maintenance, operation and inspection, driver qualifications and training, problem/complaint resolution, and the delivery of courteous, safe, and timely transportation services.
- c) Prepare and maintain a detailed work plan that defines the required tasks for implementation and delivery of services of the program. The work plan will designate responsibilities in each area to specific staff of the Transit Provider.
- d) Certify that all transportation services billed are necessary to the operations of the program, are eligible and have been properly authorized and are in compliance with FTA and GDOT regulations.
- e) Provide staff and managers with the experience and expertise to implement the services and maintain its ongoing operations in accordance with the functional requirements required by FTA, GDOT, DHS and ModivCare and specified throughout this RFP and contract.
- f) Defend all suits brought upon such claim and pay all costs and expenses incidental thereto.
- g) Implement such service expansions or improvements as may be recommended and accepted by SGRC and the Transit Provider, or as may otherwise be agreed upon between the parties during the contract period.
- h) Referring consumers to other programs, including the Department of Community Health's Non-Emergency Transportation program (NET), Georgia Department of Human Services Coordinated Transportation Program, case management staff, or other information and referral lines.
- i) The Transit Provider is responsible for managing and supervising all staff necessary to administer, operate, expand, and maintain the 5311 Public Transportation System.

The Transit Provider's personnel shall have the required skills, ability, willingness, and experience to perform the services of this RFP. If, at any time, based upon evaluation of the Transit Provider's progress and performance, it is determined that the Transit Provider's assignment of personnel who lack the requisite qualifications has resulted in a default by the Transit Provider, the contract may be terminated. However, an opportunity may be provided for the Transit Provider to cure such default by replacing the unqualified personnel with qualified personnel within thirty (30) calendar days of receiving a default notice.

### **5.6.2 Driver Requirements**

The Transit Provider must assure that transportation services are provided which comply with the minimum driver requirements and which shall be delineated in any service agreements as outlined in Exhibit E: Driver Requirements.

### **5.6.3 Driver Qualifications**

The Transit Provider shall assure that driver qualifications as established in this RFP are adequately met. The Transit Provider may establish additional qualifications. The Transit Provider shall assure that an oversight procedure is in place to determine that all drivers, at all times during their employment, be legally licensed by the State of Georgia to operate the vehicle to which they are assigned; be competent in their driving habits; be courteous, patient and helpful to all passengers; and be neat and clean in appearance.

Except where otherwise indicated, driver requirements apply to individuals whose job description identifies the operation of a vehicle as a component of their job. All drivers used in the performance of services under transportation agreements with SGRC or operating a state-owned vehicle must, at a minimum, meet driver qualifications, comply with applicable laws, pass a criminal background check, and refrain from alcohol misuse and drug use.

Volunteers are prohibited from driving state-owned vehicles.

Exhibit D: Driver Qualifications outlines the minimum qualifications.

### **5.6.4 Driver, Attendant and Service Personnel Training**

The Transit Provider shall be responsible for properly training all personnel necessary to successfully complete the project including drivers, dispatchers, and supervisors. The required training will include; HIPPA training for all personnel that meets or exceeds HIPPA privacy regulations. All training costs shall be at the expense of the Transit Provider.

The following training requirements, at a minimum, must be met within 90 days of assignment by the Transit Provider:

- All drivers must successfully complete a Defensive Driver Training Course, Consumer Service, Courtesy and Sensitivity Awareness Training, Mobility Aid and Wheelchair Securement Training, and First Aid and CPR.
- The Transit Provider shall ensure that dispatcher training includes, at a minimum, the following: use of dispatching equipment; grouping of trips for more effective utilization of vehicles and resources; record processing and keeping; knowledge of special needs of human service provider consumers and be familiar with passenger confidentiality requirements.
- Service personnel, including drivers and dispatchers, must be provided with orientation and understanding of all aspects of the transportation service operations.
- As a condition of GDOT funding, Transit Provider must establish an approved GDOT approved drug and alcohol testing program, and must adopt and comply with the SGRC drug and alcohol policy established in compliance with 49 CFR 653 and 654. The policy will reflect zero-tolerance procedures and follow-up testing under specific circumstances.

The GDOT guidelines mandate four types of testing:

- (1) Pre-Employment
- (2) Random

- (3) Reasonable Suspicion
- (4) Post Accident

## **5.7 Fare Collection**

The TPO is responsible for the collection, accounting, and safeguarding of proper fare revenues from all passengers.

## **5.8 Accident/Incident Reporting**

The Transit Provider will immediately report any accidents that occur while delivering services as prescribed in this RFP. The Transit Provider will report the accident to SGRC within twenty-four (24) hours of the occurrence, or if the offices are closed, by the next business day. An initial written Incident/Accident Report form, completed by the Transit Provider, must be forwarded to SGRC within the same twenty-four (24) hour period.

The Transit Provider shall make its employees available to the SGRC for interview as part of the SGRC's effort to determine if the accident was preventable. All requests for information from the media concerning accidents or incidents shall be the responsibility of the SGRC. TPO shall cooperate with the SGRC for participation in media releases and information as directed by the SGRC.

A copy of the investigating officer's Follow Up Reporting form must be forwarded to SGRC within five (5) business days from the date of the accident. The Transit Provider shall maintain copies of each accident report in the files of both the vehicle and the driver.

All other incidents or occurrences which happen in the course of service operations involving passengers, altercation, odd behavior, threats, or disputes must be reported verbally by phone, fax or electronic mail to the SGRC Transit Manager immediately. Transit Provider shall review regularly and adopt policies and processes that support the full implementation of GDOT, DHS and ModivCare accident/incident reporting requirements.

## **5.9 Safety and Security**

The Transit Provider shall establish and manage all aspects of a safety and security program including, policies, administration and procedures, personnel and training, safety reporting, and safety training. The Transit Provider shall document and report security expenditures, manage and account for identifying security problems, employee selection, training, public awareness, audits and drills, document control, access control and homeland security as it pertains to 49 USC Chapter 53, Federal Transit Act, Section 5311(D)(1), Security Expenditures; 49 CFR Part 630. "Uniform System of Accounts and Records and Reporting"; 49 CFR Part 659, and "Rail Fixed Guideway Systems, State Safety Oversight", and the ModivCare and DHS Transportation Manual, as appropriate.

## **5.10 Complaint Processing**

The Transit Provider shall be responsible for recording and responding to complaints with regards to the delivery of services required under this RFP. This requirement shall incorporate complaints by the passengers, human service providers, or any individual or group who contacts the Transit Provider. In unusual cases, the SGRC may assume responsibility for compliant resolution. An outline of the complaint procedures, which the Transit Provider must follow, is provided as Exhibit L: Complaint Procedures.

The TPO is required to report all complaints to the SGRC's Transit Manager within 24 hours of receipt of the complaint. All Title VI and ADA complaints must be forwarded to the SGRC's Title VI and ADA Officer for investigation.

The Transit Provider must, on a quarterly basis, compile an appropriate summary report and analyze complaints to determine quality of services to passengers. The report must identify patterns or trends of the complaints received. A copy of the report will be sent to SGRC on a quarterly basis and will include a description of corrective actions taken to assure service delivery conforms to the requirements of this RFP.

### **5.11 Marketing**

The Transit Provider is responsible for all marketing and promotion of transit service. The Transit Provider is encouraged to optionally describe in the proposal what marketing and promotion ideas they might have that would encourage use of and awareness of this regional public transit system. This includes development, production and distribution of all literature (ex. advertising materials and rider's guide) and other promotional materials. The Transit Provider shall cooperate with the SGRC's marketing activities.

### **5.12 Invoicing/Payment**

The Transit Provider shall invoice the SGRC monthly utilizing a format that includes the information on the invoice template found in Exhibit I: Invoice Template. The invoice shall include enough information to meet the reporting and billing requirements of GDOT, DHS and ModivCare. All invoices shall be timely and correct. Unit costs are to be documented for each service. Fare revenue collected by the TPO for the month will then be deducted from the base reimbursement. Maintenance and technology costs shall be included in the billing unit rate.

### **5.13 Reporting**

GDOT and the SGRC require that the Transit Provider furnish various reports to ensure activity reporting, adequate monitoring, data collection, federal and state reporting and customer service. Reports to be submitted to SGRC shall include, at a minimum, the following:

#### **5.13.1 Monthly Reports**

- a) No later than ten (10) business days following the end of the calendar month, the Transit Provider shall deliver to the SGRC, monthly operating and financial data including the following for each service mode: total passenger trips carried, total miles, total hours, total road calls, total collision accident's, missed trips, revenue hours operated along with an invoice, and a profit and loss statement for services provided under the resulting contract.
- b) A written summary of trips requested that the Transit Provider could not or failed to accommodate and the purpose for the failure or denial of service.
- c) Backup documentation of all expenses requested for reimbursement in a pdf format.
- d) Details of all reports, including report format and transmission methods, will be defined by the SGRC and adhered to by the Transit Provider. SGRC reserves the right to request additional ad hoc or periodic reports from the Transit Provider as deemed necessary and appropriate.

SGRC, DHS, ModivCare and/or GDOT shall monitor the Transit Provider's performance based on FTA, GDOT, ModivCare and DHS guidelines to be provided in the contract between the two parties. Said monitoring may be conducted by telephone contact, records review, customer satisfaction surveys and other means. SGRC, DHS, ModivCare and/or GDOT or their official agent may ride on trips to

monitor service. Vehicles must be made available to SGRC, DHS, ModivCare and/or GDOT or its agent for inspection at any time.

#### **5.13.2 National Transit Database Data**

The Transit Provider shall collect passenger mile data in designated sampling years per the Federal Transit Administration National Transit Database (NTD) requirements and submit it to the SGRC within 60 days following the end of the calendar year. The TPO shall collect any other financial or operating data as required by the NTD.

### **5.14 Records Maintenance**

The Transit Provider must maintain sufficient systems capable to manage and support the record keeping and demands of DGTV, GDOT, DHS and/or ModivCare. A computerized system is required. Systems capabilities must be commensurate with the scope of work proposed by the Transit Provider. At a minimum record keeping must provide the following:

- Ability to reconcile program expenses;
- Ability to summarize daily information for reporting and reimbursement purposes; and
- Complaint resolution tracking.

The Transit Provider must maintain appropriate books, records, documents, papers, and other evidence pertaining to transportation for the period of the contract and will make such materials available for inspection, upon request by Southwest Georgia Regional Commission. These records must also include work orders for maintenance and/or records of payments for said maintenance.

All records must be maintained for a minimum of five (5) years, or three (3) years beyond the term of the contract, whichever is longer. These records are to remain segregated from any other business records maintained by the Transit Provider.

#### **5.14.1 Vehicle Maintenance Records**

The Transit Provider shall fully document in a timely manner all vehicle preventative maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventative maintenance, and vehicle cleaning. The Transit Provider shall allow the SGRC to review such records immediately upon request.

#### **5.14.2 Drug and Alcohol Testing Records and Data**

The Transit Provider shall fully document all testing records in full compliance with the current Federal Transit Administration (FTA) and Department of Human Services (DHS) regulations for drug and alcohol testing. This shall include records for pre-employment, random, post-accident, self-reporting, reasonable suspicion, and follow-up testing. Such records shall be maintained in accordance with FTA regulations and the Transit Provider shall allow the SGRC to review such records immediately upon request. The Transit Provider shall report drug and alcohol testing data to the SGRC a monthly, quarterly, or annual basis as may be required by the U.S. DOT or FTA.

#### **5.14.3 Training Records**

The Transit Provider shall maintain records of all employee training and allow the SGRC to review such records immediately upon request. The Transit Provider shall preserve and make available all such records listed above during the term of the agreement and for a period of three (3) years from the date of final payment. Administrative costs relating to recordkeeping and data collection shall be at the Transit Provider's expense.

Records which relate to litigation or the settlement of claims arising out of the performance of the resulting agreement, or costs under the resulting agreement as to which exception has been taken by the auditors, shall be retained by the TPO until such litigation, claims, or exceptions have reached final disposition.

## **6 Scope of Work – SGRC Responsibilities**

The SGRC shall be responsible, with the cooperation of the Transit Provider, for developing and establishing all policies related to the provision and operation of transit service. Additional responsibilities of the SGRC include the following:

### **6.1 Project Oversight and Staffing**

The SGRC develops and administers contracts for the Southern Georgia Regional Transit Program, provides technical assistance to the Transit Provider in data collection, report preparation, organization, policies, procedures, vehicle management and record keeping, and the processing of monthly invoices for payment.

### **6.2 DHS Registered Clients**

Provide DHS registered clients.

### **6.3 Complaint and Service Problem Resolution**

Provide assistance with complaint and/or service problem resolution.

### **6.4 Governmental Fuel Tax Exemptions**

Provide governmental tax exemptions on fuel through the fuel card program.

### **6.5 Vehicles**

Provide forty-nine (49) vehicles as listed in *Exhibit B: Vehicle Inventory*.

### **6.6 Monitoring and Oversight**

The SGRC is responsible for monitoring the performance of the Transit Provider and the Transit Provider's employees in the provision of transit service. Such performance monitoring shall be used to determine compliance with performance standards and performance norms as well as the assessment of continued contracting opportunities. The SGRC will provide oversight of FTA compliance and FTA required deliverables.

SGRC may conduct periodical reviews with or without notification. These announced or unannounced reviews may include, but are not limited to, financial monitoring, file review, vehicle inspection, riding randomly selected routes; and interviewing passengers.

SGRC may make announced visits to the Transit Provider to monitor contract compliance and to provide technical assistance to the Transit Provider. Visits will be made with proper notice. Site visit activities include:

- Review of Administrative Records (vehicle inspection reports, daily mileage and passenger trip logs, training records, driver certification records, operating revenue and expense accounts, and other contract related files);
- Vehicle Inspections;
- Interviews of passengers, transit staff, and human service providers;
- Evaluation of Routes

### **6.7 Office Space and Support**

SGRC will not provide office space and telephone service for the successful Transit Provider assigned staff. The successful Transit Provider shall maintain an office located within or near the region served.



The successful Transit Provider shall maintain a local or toll-free telephone number for the convenience of passengers and human service providers.

## **6.8 Marketing**

The SGRC shall provide at its expense a continually updated website with general information about the transit service complete with information on routes, fares, and policies. The SGRC shall also complete the design and professional production of a transit system map and schedule for the transit service.

## **6.9 Citizen Participation**

The SGRC is responsible for planning and conducting all citizen participation meetings and/or public hearings associated with the evaluation of service quality and the development of service improvements. The Transit Provider's Program Manager shall attend these meetings and/or public hearings and participate in them as appropriate.

## **6.10 Payment of Invoices**

The SGRC shall review monthly invoices submitted by the Transit Provider to ensure accuracy of requested reimbursement. Adjustments may be made by the SGRC based on monthly audits of data included in daily manifests and service reports. Payments to the Transit Provider will be restricted to the budgeted, agreed upon unit cost and funding included in the annual contract. The SGRC shall pay approved Transit Provider invoices, as adjusted, within thirty (30) days of receipt from GDOT, DHS and ModivCare (meaning some invoice reimbursements may be paid in multiple installments).

## 7 Instruction to Proposers

Proposals shall contain information that is relevant and demonstrates the Proposer's capabilities to successfully provide transit service and undertake the project.

Proposers are responsible for meeting all terms and conditions described in the Scope of Work and in this Request for Proposals (RFP). Proposals shall contain font sizes not less than 11 font and may contain; cover letter, tabs, resumes, and forms. Proposers should provide this information in the order described below. For a proposal to be accepted as responsive, it must fully describe how the Proposer proposes to meet all of the terms and conditions described in the Scope of Work as well as include the following specific items:

### 7.1 Exhibits

Exhibits A-N are included in this RFP for informational purposes. These documents **do not** need to be returned as part of the RFP package.

### 7.2 Service Area Information

*Appendix A: Service Area Information* provides system and service area information. Proposers should utilize this information when preparing their proposals.

### 7.3 Required Contents of Proposals

*Appendix B: Required Contents* identifies what information should be submitted within your proposal in response to this RFP and the order in which it should appear. Proposers should utilize this document as well as the information contained in the RFP when submitting their proposal.

This checklist is provided for the convenience of proposer, but it is the proposer's responsibility to review the entire RFP, the GDOT 5311 Administrative Guide and the DHS Transportation Manual and ensure response is made to all requirements.

### 7.4 Cover Letter

The proposal should contain a cover letter and introduction, including: the company name, address, and the name, telephone number, fax number and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.

### 7.5 Transit Cost Proposal Form

The proposer shall submit a complete Transit Cost Proposal (*Appendix C: Transit Cost Proposal Form*) that includes cost per revenue hour, cost per revenue mile and cost per passenger trip based upon the data provided in *Appendix A: Service Area Information*. Proposer must fully complete, sign, and date the attached Cost Proposal Form. Proposers shall include all project costs as part of their completed Cost Proposal Form, including management and supervisory costs. Any deviations or exceptions made by a Proposer to the Cost Proposal Form not approved by the SGRC in advance may render the Proposer's cost proposal as non-responsive.

### 7.6 Proposal Submittal Form

*Appendix D: Proposal Submittal Form* must be signed and dated by an authorized agent of the proposer.

### 7.7 Contract Exceptions

*Exhibit J: Sample Contract* has been included in this RFP. Any exceptions to the contract must be submitted and clearly identified with the proposer's technical proposal.

## **7.8 Request for Deviations, Approved Equals, or Exceptions**

If the proposer is requesting deviations, approved equals or exceptions *Appendix K: Request for Deviations, Approved Equals or Exceptions* must be completed and submitted with the proposal package.

## **7.9 Small or Minority/DBE Business Form**

The proposer should indicate its classification as a small or minority or DBE business by completing *Appendix Q: Small or Minority/DBE Business Form*.

## **7.10 Summary of Understanding of the Proposed Services**

The proposer should indicate their understanding of the requested services and describe how it proposes to service the public transit program.

## **7.11 Company Background, Organization and Experience**

### **7.11.1 Background, History and Organizational Overview**

The proposer must include a description of their organization's background and history. Please include principals of the firm and their backgrounds. Describe ownership structure and provide relevant information. Provide a general description of relevant transportation services and tasks performed. (*Complete Appendix E: Vendor Information*).

Provide a broad overview of your organization, including any parent, affiliated or subsidiary company, and any business partners. Provide an organization chart of your firm and describe the relationship between each component of your firm. Provide a description of the organization, its corporate and organizational structure, date formed, and the ownership of firm.

### **7.11.2 Financial Information**

Provide financial information for your organization for the last two (2) calendar or fiscal years to indicate that the proposer has the financial capacity to perform these services. SGRC reserves the right to perform additional due diligence in this area, at the sole discretion of SGRC prior to award of any contract. Please incorporate internal audit information, cash flow information, lines of credit and any other pertinent information that will attest to the fact that you are able to provide transportation services for the area(s) you propose into your financial information.

### **7.11.3 Accounting Policies and Procedures**

Present your organization's accounting policies and procedures relating to financial processing, invoicing and vendor (subcontractor) payments, if applicable. Provide evidence of your financial understanding of 5311 grant accounting and operations budgeting.

### **7.11.4 Reporting**

Describe your reporting capabilities. Will you be willing to modify any standard reporting formats to meet SGRC, DHS, ModivCare or the GDOT's reporting needs?

### **7.11.5 Litigation/Legal Proceedings**

Disclose whether, within the last five years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.

#### **7.11.6 Insurance**

Provide documentation of the amount of the general liability insurance carried by your organization, or that you would carry if awarded this contract, as well as the insurance carrier.

#### **7.11.7 Safety**

Proposals shall include a description of the safety history of the Proposer with respect to the provision of contracted bus transit services.

#### **7.11.8 Records**

Describe how you will maintain records for this program. What records will be maintained in physical format? In electronic format? How long will records be maintained?

#### **7.11.9 Willingness to Provide Public Transportation**

Describe your willingness to provide public transportation services for human service passengers, or former human service passengers, for individuals that would order and pay directly for transportation services? Examples could be passengers that may be transitioning off of welfare and need rides to work; senior citizens that may want to go to the grocery store, etc.; mental health passengers that may want to go to the movies, etc.

### **7.12 References**

*Appendix F: Provider References* must be completed. Proposer must provide at least three (3) clients who have hired the organization for similar services as detailed in this RFP during the past three years. Proposer should also include a list of names and addresses of all clients who have terminated your relationship for performing similar services as detailed in this RFP during the past five (5) years and their reasons for doing so.

### **7.13 Statement of Work**

Proposers should address all items in Section 4 and Section 5, focusing on their ability to perform the required services for SGRC by addressing the following questions:

Proposers should give a brief overview of their company; including creative approaches and information regarding how they will be able to provide excellent service for the passengers proposed to served. Include examples pertinent to the program.

#### **7.13.1 Coordination of Transportation Services**

Proposers should explain how transportation services be coordinated? Explain in detail in the proposal how transportation needs will be coordinated with other state or local transit programs in the area.

#### **7.13.2 Proposed Staffing and Training**

The Proposer shall submit a staffing plan detailing how it proposes to locate and hire vehicle drivers, mechanics, and other non-supervisory personnel to carry out the project successfully. The staffing plan shall identify and describe the number of vehicle operators, mechanics, dispatchers and any other personnel necessary to carry out the project.

The Proposer shall submit a training plan to be used to ensure that the employees in each of the positions are properly trained in the performance of their duties with emphasis on safety, Americans with Disabilities Act (ADA) requirements, and good customer service. A brief description

of the proposed training content and schedule shall be included. In addition, the Proposer shall address refresher training including frequency and content.

#### **7.13.3 Operating Hours/Locations**

Proposers should describe operating hours for their transportation company. Identify current and proposed office locations; include descriptions of size, ability to house vehicles and any other pertinent logistic information.

#### **7.13.4 Scheduling, Receiving and Providing Trips**

Proposers should describe in detail the procedures for receiving, scheduling, and providing trips. How will they ensure that all trips are provided? Describe how drivers will be instructed with day-to-day operations. Include provisions for back up needs tailored to the option your proposal addresses in the case of an emergency. Address the issue of referrals of consumers to other programs or providers. How will these calls be handled?

#### **7.13.5 Fleet Resources**

Proposers should describe in detail existing vehicle fleet resources, including vehicle ownership, vehicle types, and capacity.

#### **7.13.6 Vehicle Maintenance**

The Proposer shall describe its approach to vehicle maintenance that adheres to a detailed Vehicle Maintenance Plan that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the project. The Vehicle Maintenance Plan shall include how and where the maintenance/repair work is to be successfully completed (i.e. in-house vs. subcontracted) and details regarding the steps in the preventative maintenance program, including scheduled inspection intervals, maintenance program for preventative maintenance, and repair of vehicle accessories, such as wheelchair lifts and communications equipment, as well as a back-up vehicle and tow plan in the event of vehicle breakdown or failure to return to service.

#### **7.13.7 Technology**

Proposers should describe automated technology (other than required software provided by GDOT, ModivCare or DHS) used or proposed to be used by their organization to assist in routing, vehicle maintenance scheduling, reporting, and accounting relating to this RFP. Proposer should specifically address a Vehicle Tracking System as referenced in 5.4.5 of this RFP.

Proposers should also describe their e-mail capability they have or propose to use as a means of communication between their staff and SGRC, DHS, ModivCare and GDOT.

#### **7.13.8 Customer Satisfaction**

Describe how you will address customer satisfaction. How will you address complaints? How will you ensure that the same kind of complaint does not recur? Refer to *Exhibit L: Complaint Procedures* as a guide for your response to this item.

#### **7.13.9 Implementation of Services**

Proposers should provide a detailed plan for implementing the services pertaining to this particular proposal option as a result of this RFP. The plan should include a representative list of tasks and milestones. All areas associated with implementation, such as: facility arrangements, staffing,

subcontractors, vehicle purchases or leases, and any technology enhancements or purchases should be included in the plan.

#### **7.13.10 Assurances**

Proposers should provide assurance that they are capable, adequately knowledgeable and dedicated to adhering to all FTA, GDOT, ModivCare and DHS regulations and policies, as well as any other federal, state, or local laws, ordinances, regulations, policies and/or requirements.

### **7.14 Certifications, Affidavits and Other Required Documents**

The Proposer shall certify and sign the following and include them in his/her proposal.

Appendix G:	Required Federal Terms & Conditions with Acknowledgement
Appendix H:	Certification Regarding Lobbying
Appendix I:	Certification Regarding Debarment, Suspension...
Appendix J:	Certification Regarding Drug Free Workplace
Appendix L:	Anti-Boycott Divestment and Sanctions Against Israel Certification
Appendix M:	Authorization for Information
Appendix N:	Contractor Affidavit OCGA 13-10-91 (b)(1)
Appendix O:	Proposer Certifications Conflict of Interest
Appendix P:	Agreement to Adhere to DHS Standards
Appendix R:	Addenda Acknowledgment

## **8 Evaluation Criteria**

Proposals shall be scored by an evaluation committee consisting of SGRC staff and/or their designee(s). The evaluation criteria for the proposals and associated point values are shown in *Exhibit N: Evaluation Criteria*.

## DEFINITIONS

**Demand Response Service** - constitutes service with within same day notice.

**Subscription Response Service** - constitutes service with at least prior day notice.

**Fixed-Route Service** - constitutes fixed origin and destination at predetermined times with occasional route deviation. Services typically are cheaper than demand and subscription response services.

**Deviated Route Service** – constitutes service that is performed along a common corridor and could deviate differently each day from a main route to accommodate trip requests. Services typically are offered at a discount from demand and subscription response services.

**Special Event Service** – constitutes service that is directed by SGRC to TPO for special events occurring in service area.

**Passenger** - any resident and/or user of the transit systems.

**Passenger Trip** - transportation of one passenger one-way between two locations.

**Purchase of Service (POS)** – contracts for transportation of clients of any other social service agency, organization and/or defined entity.

**Human Service Provider (HSP)** – defined Department of Human Resource agency.

**TPO** – Private and public TPOs for the actual provision of transportation. Commonly referred to in this document as the “TPOs” and may be referred to in other documents as “SubTPOs.”

**Planning and Service Area Region 11** – Covers the counties of Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware.

**Transport Trip** – A full payable trip is considered to be any service that carries a registered client from one location to another in response to a valid CEA request. Only trips originating in the counties of Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware. will be considered

**Service Period** – Throughout this document and other related documents a one-month period will be referred to as the Service Period.

**Transit System** – Transit operations that service the general public for a specific area.

**Transit Vehicle** – Any of the vehicles listed on Exhibit B All other vehicles are considered “Private” and are not required to do public services, but are required to perform contracted transportation services.

**DHS Vehicle** – Any vehicles owned by DHS and used by TPO for DHS related transit services.

**Private Vehicle** – Any vehicles privately owned by TPO and possibly used for overall transit services.



## Exhibit B: Vehicle Inventory

YEAR	VEHICLE #	MAKE	VIN #	TAG#	CAPACITY (AMB/LIFT)	OWNER
2013	3368	Ford E-350	1FDEE3FS3DDB36635	GV1003D	10/2	GDOT
2015	3511	Ford E-350	1FDEE3FS6FDA12880	GV5188Q	10/2	GDOT
2015	3519	Ford E-350	1FDEE3FS1FDA25522	GV0166F	10/2	GDOT
2016	3581	Ford E-350	1FDEE3FS7GDC03371	GV5190Q	10/2	GDOT
2016	3587	Ford E-350	1FDEE3FS5GDC05278	GV3722F	10/2	GDOT
2016	3588	Ford E-350	1FDEE3FS7GDC05279	GV3721F	10/2	GDOT
2017	3660	Ford E-350	1FDEE3FS6HDC30157	GV4335Q	10/2	GDOT
2017	3661	Ford E-350	1FDEE3FS5HDC32059	GV4436Q	10/2	GDOT
2017	3697	Ford E-350	1FDEE3FS8HDC30158	GV9257K	10/2	GDOT
2017	3708	Ford E-350	1FDEE3FS8HDC35490	GV9196R	10/2	GDOT
2017	3742	Ford E-350	1FDEE3FSXHDC35488	GV9744K	10/2	GDOT
2017	3743	Ford E-350	1FDEE3FS0HDC35497	GV9771K	10/2	GDOT
2017	3744	Ford E-350	1FDEE3FS8HDC35473	GV9772K	10/2	GDOT
2017	3745	Ford E-350	1FDEE3FS6HDC35469	GV5189Q	10/2	GDOT
2017	3782	Ford E-350	1FDEE3FS1HDC35461	GV9258K	10/2	GDOT
2017	3790	Ford E-350	1FDEE3FS6HDC35486	GV3124G	10/2	GDOT
2017	3802	Ford E-350	1FDEE3FS0HDC37864	GV9199K	10/2	GDOT
2017	3803	Ford E-350	1FDEE3FS2HDC37865	GV9198K	10/2	GDOT
2017	3895	Ford E-350	1FDEE3FS7HDC78850	GV0661L	13	GDOT
2017	3896	Ford E-350	1FDEE3FS2HDC78934	GV0662L	10/2	GDOT
2017	3897	Ford E-350	1FDEE3FS6HDC78936	GV9253L	10/2	GDOT
2017	3926	Ford E-350	1FDEE3FS9HDC77859	GV2065M	10/2	GDOT
2017	3936	Ford E-350	1FDEE3FS3HDC78974	GV6430L	13	GDOT
2017	3937	Ford E-350	1FDEE3FS4HDC78935	GV6428L	10/2	GDOT
2017	3938	Ford E-350	1FDEE3FS2HDC78948	GV6429L	10/2	GDOT
2017	3962	Ford E-350	1FDEE3FS0HDC78978	GV0751M	10/2	GDOT
2017	3963	Ford E-350	1FDEE3FS0HDC78981	GV0753M	10/2	GDOT
2017	3964	Ford E-350	1FDEE3FS4HDC77865	GV0752M	10/2	GDOT
2019	4059	Ford E-350	1FDEE3FS4KDC65478	GV9933N	10/2	GDOT
2019	4060	Ford E-350	1FDEE3FS0KDC65560	GV9934N	10/2	GDOT
2019	4061	Ford E-350	1FDEE3FS0KDC65557	GV9935N	10/2	GDOT
2019	4062	Ford E-350	1FDEE3FS4KDC65576	GV8853N	13	GDOT
2019	4063	Ford E-350	1FDFE4FS8KDC65466	GV8867N	10/2	GDOT
2019	4064	Ford E-350	1FDEE3FS3KDC65469	GV8866N	10/2	GDOT
2019	4065	Ford E-350	1FDEE3FS2KDC65477	GV8865N	10/2	GDOT
2019	4083	Ford E-350	1FDEE3FS9KDC65475	GV9312N	10/2	GDOT
2019	4085	Ford E-350	1FDEE3FS9KDC65556	GV8150N	10/2	GDOT
2019	4097	Ford E-350	1FDEE3FSXKDC54479	GV9386N	10/2	GDOT
2022	4140	Ford E-350	1FDEE3FN4NDC13041	GV0542Q	10/2	GDOT
2022	4141	Ford E-350	1FDEE3FN6NDC06804	GV0328Q	10/2	GDOT
2022	4143	Ford E-350	1FDEE3FN9NDC05758	GV1403Q	10/2	GDOT
2022	4145	Ford E-350	1FDEE3FN6NDC05765	GV0788R	10/2	GDOT
2022	4146	Ford E-350	1FDEE3FN0NDC14087	GV1476Q	10/2	GDOT
2022	4147	Ford E-350	1FDEE3FN6NDC13042	GV8894P	10/2	GDOT
2022	4173	Ford E-350	1FDEE3FN7NDC05757	GV6748P	10/2	GDOT

YEAR	VEHICLE #	MAKE	VIN #	TAG#	CAPACITY (AMB/LIFT)	OWNER
2022	4226	Ford E-350	1FDES6GXNKA20804	GV5131R	10/2	GDOT
2022	4237	Ford E-350	1FDES6PG1NKA20786	GV5700R	8/1	GDOT
2022	4238	Ford E-350	1FDES6PGXNKA20821	GV5701R	8/1	GDOT
2022	4239	Ford E-350	1FDES6PG1NKA20822	GV6228R	8/1	GDOT
2022	4253	Ford E-350	1FDES6PG4NKA20829	GV6229R	8/1	GDOT
2022	4254	Ford E-350	1FDES6PG7NKA20789	GV6227R	8/1	GDOT
2022	4266	Ford E-350	1FDES6PG7NKA20811		8/1	GDOT

## **GENERAL VEHICLE REQUIREMENTS**

1. The Transit Provider must provide and use a two-way communication system linking vehicles with the dispatch function. The communication system shall be used in such a manner as to facilitate communication and to minimize the time in which out-of-service vehicles can be replaced or repaired. A vehicle with an inoperative communication system must be placed out-of-service until the system is repaired or replaced.
2. The Transit Provider must ensure that all vehicles maintain an adequate heating and air conditioning for drivers and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until appropriate corrective action is taken.
3. All vehicles must have functioning, clean, and accessible seat belts for each passenger seat position and shall be stored off the floor when not in use.
4. Each vehicle must utilize child safety seats per Georgia's Child Passenger Safety Law (O.C.G.A. 40-8-76).
5. Each vehicle shall have at least two (2) seat belt extensions provided.
6. Additionally, each vehicle shall be equipped with seat belt cutter(s), mounted above the driver's door, for use in emergency situations.
7. All vehicles must have a functioning speedometer and odometer.
8. All vehicles must have functioning interior light(s).
9. All vehicles must have adequate sidewall padding and ceiling covering.
10. All vehicles must be smooth riding.
11. All vehicles must have two exterior rear-view mirrors, one on each side of the vehicle.
12. All vehicles must be equipped with an interior mirror which shall be either clear-view laminated glass or clear-view glass bonded to the back which retains the glass in the event of breakage. This interior mirror shall be for monitoring the passenger compartment.
13. The vehicle's interior and exterior must be clean and have exteriors free of broken mirrors and windows, excessive grime, rust, chipped paint, or major dents which detract from the overall appearance of the vehicle.
14. The vehicle must have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, and protruding sharp edges and shall be free of dirt, oil, grease or litter.
15. Any items carried and or stored on the vehicle must be properly secured away from passenger pathways. Fire extinguishers, jacks, spare tires, etc. must be properly mounted to avoid movement while the vehicle is in motion.
16. The vehicle floor must be covered with commercial anti-skid, ribbed rubber flooring or carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions.

17. Each vehicle must have SGRC name, vehicle number, and phone number prominently displayed within the interior. This information must also be available in written form on each vehicle for distribution to riders upon request.
18. Each vehicle must have the following signs posted in the interior, easily visible from the passenger compartment:
  - “No Smoking, Eating or Drinking”
  - Title VI Compliance Notice
  - “All Passengers Must Use Seat Belts”
  - “I Speak” Language Cards with DHS LEP Client ID
19. Each vehicle must be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires, in accordance with the standards of the National Fire Protection Association’s “NFPA 10” standard for portable fire extinguishers. Portable extinguishers that comply with this standard must meet or exceed either the Fire Test Standard-ANSI/UL 711, Standard for Rating and Fire Testing of Extinguishers or the Fire performance Standard-ANSI/UL 299, Standard for Dry Chemical Fire Extinguishers. With the exception of sedans, the fire extinguisher must be mounted securely within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated. In sedans, the extinguisher may be mounted securely in a rear compartment if there is no space for mounting it in the interior of the vehicle.
20. Each vehicle must include a step, or a safe step stool to aid in passenger boarding. The step stool shall be used to minimize ground-to-first-step height, should have four (4) legs with anti-skid tips, sturdy metal with non-skid tread, with a height of 8.25”, a width of 15”, and a depth of 14” or an equally suitable replacement. (Under no circumstances will a milk crate, plastic stool or similar substitute be considered a viable alternative for a step stool. Milk crates, plastic stools or similar substitutes shall not be permitted on any vehicle.) Step-stools must be secured away from aisles and doorways while the vehicle is in motion in order to avoid obstructing the paths of passengers in the event of an emergency evacuation.
21. Each vehicle must have on board three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited and may not be carried onboard.
22. All vehicles must include a vehicle information packet to be stored in the driver compartment, or securely stored in the drivers’ side visor. This packet will include:
  - Vehicle Registration
  - Accident Procedures and Forms
  - Insurance Identification Cards
  - Vehicle Log Book
23. Each vehicle must be provided with a fully equipped first aid kit with a minimum of ten (10) units available. The kit must include but not be limited to the following items:
  - Three sizes of adhesive bandages
  - Dressing Pads
  - Conforming gauze bandage
  - Triple antibiotic
  - Cold Pack
  - Latex gloves
  - Sterile eyewash
  - Antiseptic cleansing wipes
  - Oval eye pad
  - Triangular bandage
  - Sanitizing hand wipes
  - Cotton-tip applicator
  - Scissors and tweezers
  - Insect sting relief pads
24. Each vehicle must be provided with a “spill kit” or “biohazard kit” including but not limited to: spill absorbent, two (2) pairs of latex gloves, one (1) face mask with eye shield, one (1) scraper card, one (1) hazardous waste disposal bag, scrub brush, two (2) bio-hands cleaners, one (1) packet solidifier solution and three (3) paper towels.

25. Each vehicle must contain a map of the travel area with sufficient detail to locate pick up points for passengers as well as destinations.
26. Each vehicle and all components must be maintained to comply with or exceed the state and federal, safety and mechanical operating and maintenance standards for the particular vehicle and model.
27. Each vehicle must comply with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations.
28. Each vehicle must remain compliant with Georgia Department of Motor Vehicles licensing requirements, safety standards, PSC and ADA regulations, state and federal requirements for vehicles transporting human service passengers.

## **DRIVER QUALIFICATIONS**

1. Must be legally licensed. All drivers must possess a valid driver's license with the class of license appropriate to the vehicle to be operated. In accordance with the Department of Driver Services (DDS), new Georgia residents are required to obtain a Georgia license within 30 days of establishing residence. For drivers with out-of-state licenses, similar rules will apply, and will be evaluated on a case-by-case basis.
2. Must be at least 21 years of age and have a minimum of 3 years driving experience to provide consumer transportation.
3. Must have a Commercial Driver's License (CDL) if they operate a vehicle that falls into one of the following three classes:
  - a. If the vehicle has a gross vehicle weight rating of 26,001 or more pounds or such lesser rating as determined by federal regulation;
  - b. If the vehicle is designed to transport 16 or more passengers, including the driver; or,
  - c. If the vehicle is transporting hazardous materials and is required to be placarded in accordance with the Motor Carrier Safety Rules prescribed by the United States Department of Transportation, Title 49 C.F.R. Part 172, subpart F.
4. Must not have six (6) or more points against their driver's license or a suspended or revoked driver's license within the last five (5) years, for violations as indicated by the Georgia Department of Driver's Services (DDS). Provider(s) are strongly advised to refer to the DDS website for a comprehensive listing of violations, and associated points and use this information as a guide when interviewing/screening potential drivers.
5. The Transit Provider must immediately notify SGRC when any driver convicted of driving under the influence (DUI).
  - a. No driver who is convicted of a DUI, while employed by the Transit Provider shall be authorized to operate a Southwest Georgia Regional Transit vehicle.
  - b. No new drivers shall be employed through the Southwest Georgia Regional Transit program if they have been convicted of a DUI within five (5) years.
6. Must not have any prior convictions for a sexual crime or a crime of violence. Any person convicted of a felony during the past five (5) years will drive only after satisfactory review by SGRC, DHS, ModivCare and/or GDOT. Drivers are required to have national criminal history records check in accordance with state regulations.
7. The Transit Provider shall not utilize drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of consumers. If the Transit Provider suspects a driver to be driving under the influence of alcohol, narcotics, or drugs/medications that would endanger the safety of consumers, the Transit Provider shall immediately remove the driver from providing transportation services to consumers.
8. Individuals who currently or within the last three (3) years have had their licenses suspended or revoked, commercial or otherwise, are prohibited from driving for any purpose as established in this proposed RFP.

9. The driver shall have the ability to read, write, and comprehend; have the ability to physically assist in loading and unloading of elderly and disabled passengers; have an excellent driving record; be in good physical health; have the ability to deal effectively with the elderly, disabled and general public; have the ability to count money and make correct change, accordingly; have the ability to arrive at work on time; and have a favorable job history and satisfactory references.
10. A Driver Qualification File must be established on all drivers. The contents should consist of a copy of their current driver's license; Motor Vehicle Report (MVR); training certificates (CPR, First Aid, Defensive Driving Training, Consumer Service, Courtesy and Sensitivity Awareness Training, Mobility Aid and Wheelchair Securement Training); documentation of any accidents or complaints; evidence of drug testing and criminal background checks. Verification of compliance with the E-Verify program is also required for all employees. The file must be maintained by the organization operating the vehicle. The file is subject to review by SGRC, GDOT, DHS or ModivCare at any time.

## **DRIVER REQUIREMENTS**

1. All drivers must be legally licensed in the State of Georgia, be at least 21 years of age and have a minimum of 3 years driving experience.
2. All drivers must have an up-to-date Department of Transportation (DOT) medical exam on file at all times while operating the Transit Provider vehicles.
3. The driver must conduct a proper pre-trip inspection of the vehicle prior to leaving the Transit Provider's facility and documenting such inspection.
4. The driver must wear his/her seat belt at all times while the vehicle is in operation.
5. No driver or attendant shall use alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty and no driver shall abuse alcohol or drugs at any time.
6. Drivers shall not smoke, eat, drink, play loud music or use personal mobile phones inside the transit vehicles. Transit Provider shall enforce a rule of no smoking, eating, and drinking in the vehicles.
7. Drivers must wear official uniforms in a neat and appropriate manner.
8. Must have a good knowledge of the service area to ensure efficient and effective service.
9. Drivers operate the vehicle safely and display proper respect and courtesy to other motorists, bicyclist or pedestrians.
10. Drivers shall obey and follow all traffic laws and regulations at all times.
11. The drivers must accept all individually authorized trip requests relayed to him/her by the dispatcher. There shall be no right of refusal, given vehicle availability (except the passenger maximum load factor) or any consideration other than verifiable catastrophic mechanical failure of the vehicles in the fleet.
12. Drivers shall offer assistance to passengers as needed to board and depart from the vehicles, secure all wheelchairs, and assure that all passengers buckle their seat belts.
13. Drivers shall confirm, prior to vehicle departure that the passengers are safely inside their destination.
14. For those passengers that require adult supervision, drivers will assure, prior to vehicle departure, that passengers have adult supervision.
15. Drivers shall provide for customer comfort by keeping the vehicle interior at a comfortable temperature at all times.
16. Drivers shall not enter any customer's homes or other private residences at any time.
17. Drivers shall turn off the vehicle engine and remove the keys from the ignition and carry them on their person in the event the driver has to leave the vehicle.
18. Must collect proper fares from all passengers.
19. Drivers shall notify the Transit Provider's dispatcher prior to leaving a scheduled pickup if the customer is a no-show.



20. Drivers shall report all vehicle or passenger accidents immediately to the Transit Provider designated point of contact. Drivers shall not leave the scene of any vehicle or passenger accident without the permission and prior authorities and/or the Transit Provider's designated point of contact.
21. Drivers shall maintain daily records of mileage, time, type and number of trips, passenger types, and other data as required by SGRC, GDOT, DHS and ModivCare.
22. Drivers and the Transit Provider are prohibited from political, religious and financial solicitation.
23. The Transit Provider who contracts with the SGRC for transit services and their employees are prohibited from soliciting or accepting any tips or other forms of gratuity from consumers receiving transportation services.

## **INSURANCE REQUIREMENTS**

- 1) Transit Provider shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) through (c) inclusive below. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements.
  - a. **Worker's Compensation**—Coverage to apply for all employees for STATUTORY limits in compliance with applicable state and federal laws; If any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act and Jones Act; In addition, the policy must include EMPLOYERS LIABILITY for limits of \$1,000,000/each accident; \$500,000/disease- each employee.
  - b. **Commercial General Liability**—Coverage must be affordable under an occurrence form policy, including Premise Operations, Independent Contractors Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the Southern Georgia Regional Commission in limits not less than \$3,000,000/general aggregate, including automobile comprehensive liability coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence; \$1,000,000/products-completed operations (aggregate); \$1,000,000/personal injury-advertising liability; \$1,000,000/each occurrence; \$50,000/fire damage legal; \$5,000 medical payments.
  - c. **Business Auto Policy**—Coverage must be afforded under an occurrence form policy, including coverage for all Owned vehicles and Non-Owned or Hired vehicles, with an additional Named Insured Endorsement in favor of the Southern Georgia Regional Commission for a combined single limit (Bodily injury/Property Damage); personal injury protection-statutory limits; \$500,000 uninsured/underinsured motorist; \$1,000,000/per occurrence / \$3,000,000 aggregate.
  - d. **Malpractice/Professional Liability Policy** – Claims based with EDP, Errors and Omissions Coverage - \$1,000,000 per occurrence / \$3,000,000 aggregate.
  - e. **Certificate of Insurance**—The Employer Liability Insurance described in Section 1(a) and the policies described in Sections 1(b) and 1(c) shall contain a waiver of subrogation in favor of the Southern Georgia Regional Commission. The policies described in Sections 1(b) and 1 (c) shall be endorsed to indicate that coverage is primary over any valid and collectible insurance available to the Southern Georgia Regional Commission. Certificates of all insurance required from TPO shall be filed with the Southern Georgia Regional Commission and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the Southern Georgia Regional Commission before operations are commenced. The Southern Georgia Regional Commission, GDOT and DHS shall be identified as an Additional Named Insured for each type of coverage required by paragraphs (a) through (c) above. The required certificates of insurance shall not only name types of policies provided, but shall also refer specifically to this contract/proposal.
- 2) Transit Provider shall provide a Certificate of Insurance to the Southern Georgia Regional Commission with a thirty (30) day's notice of cancellation. In addition, the Southern Georgia Regional Commission will be shown as Additional Named Insured, with a Hold harmless Agreement in favor of the Southern Georgia Regional Commission. The certificate should also indicate if the cover is provided under a "claim made" or "per occurrence" form. If any cover is provided under a claims made form, the certificate will show a retroactive date (in instances of contract renewals or extensions), which should be the same date of the original/first contact or prior.
- 3) If the initial insurance expires at the end of the contract term, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.

## **FUEL CARD USE AGREEMENT**

This agreement, made and entered into as of the XX day of Month 2023, between SOUTHERN GEORGIA REGIONAL COMMISSION (SGRC), a regional commission created pursuant to O. C. G. A. Sec. 50-8-32, having a mailing address of 1937 Carlton Adams Dr. Valdosta, GA 31601, as party of the first part, and Transit Provider Name (Contractor), having a mailing address of Street Address, City, State and Zip.

### **WITNESSETH**

Whereas the parties hereto entered into a contract as of the XX day of Month 2023, under the terms of which Contractor contracted to provide transportation services for public and human service agency clients residing in the designated service area;

Whereas SGRC has the ability to acquire "Fuel Cards," as defined by cards and account established with a fuel provider, for each of the vehicles being utilized by Contractor to be used to purchase fuel for said vehicles in performing said contract;

Whereas the parties have determined that the use of such fuel cards by Contractor will allow more efficient and economical performance of its contract and will be in the public interest;

Now therefore, for and in consideration of the foregoing premises, and the sum of One Dollar (\$1.00) paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, it is agreed that said contract includes the following provisions for use of said fuel cards:

- 1) SGRC agrees to acquire and furnish to Contractor one such fuel card for each of the vehicles operated by Contractor. SGRC will adopt and furnish to Contractor rules, restrictions and procedures governing the use of said fuel cards, and governing methods of utilizing same and accounting to SGRC for such use.
- 2) Contractor recognizes that it is SGRC's obligation to assure the proper use of public funds, and agrees to utilize said cards only for the purchase of fuel used in the proper performance of its contract and in strict accordance with the rules, procedures and restrictions imposed by SGRC. Failure to do so will be grounds for termination of the contract and in addition thereto may constitute violations of Federal and State criminal statutes and subject Contractor to civil and/or criminal penalties, including fines and/or imprisonment.
- 3) Contractor agrees to pay upon demand any and all amounts charged against said fuel cards by Contractor and/or any of its agents and employees. SGRC shall have the right in its sole discretion to set off any and all of such amounts against any sums owed by SGRC to Contractor.
- 4) Contractor agrees to indemnify SGRC and to hold it harmless with respect to all claims, injuries, and damages of all kinds resulting from Contractor's and/or its agents' and employees' violation of the terms of this amendment and/or any rules, restrictions or procedures adopted by SGRC respecting use of the fuel cards, and/or any improper use or misuse of the fuel cards, including, without limitation of the generality of the foregoing provision, the cost of any fuel improperly purchased and/or used in violation of this amendment and/or the rules, restrictions and procedures of SGRC.

IN WITNESS WHEREOF the parties hereto have affixed their signatures and seals on the dates indicated.

SGRC: **Southern Georgia Regional Commission**

TPO: **Transit Provider Name**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## PERFORMANCE STANDARDS

Category Number	Category Type	Performance Standard	Penalty/Incentives
1	Preventative Maintenance	Preventative maintenance inspections and repair must be completed on time with the manufacturer's recommended minimum scheduled service. On time maintenance shall be completed on time 80% of time.	Failure to maintain at least a 80% on time performance may result in termination of equipment lease agreement and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination.
2	Accessibility and Safety Equipment	TPO shall maintain all vehicles with all Americans with Disabilities Act (ADA) required accessibility equipment including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment. Such equipment shall be well maintained and functional at all times.	Failure to maintain at least a 80% on time maintenance and repair may result in termination of equipment lease agreement, and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination.
3	Repeat Substantiated Complaints	No repeat substantiated customer complaints on the same service issue.	Repeat substantiated complaints may result in the SGRC requesting staff associated with the complaint be terminated or reassigned.
4	Reporting Requirement	TPO must promptly report all incidents of vehicle or passenger accidents, road calls, and service interruptions.	Failure to report may result in the SGRC requesting staff associated with the incident be terminated or reassigned. Repeat offenses may result in termination of contract.
5	TPO Contacts	Inability by SGRC staff to reach TPO's dispatcher or supervisor within fifteen (15) minutes during times when service is scheduled or operating.	TPO shall submit a corrective action plan identifying the issue that caused the delay in response and how the issue will be resolved.
6	Data Requirements	TPO must submit monthly operating data as outlined in RFP to SGRC not later than 10 calendar days following end of month.	Failure to submit date by the 12 <sup>th</sup> without prior SGRC approval will result in delay of payment of the monthly invoice until the data is submitted.
7	Customer Service/ADA Paratransit Eligibility	TPO must have knowledgeable staff available to the public by telephone or in person at all times of service operation.	Failure to have staff available and meet ADA eligibility determination deadlines may result in financial penalties equal to the number of service hours staff was not available during hours of operation. Delays in processing of ADA eligibility applications will result in a \$20.00 per day penalty for each day beyond the processing deadline date.
8	Inappropriate Use of Vehicles	TPO shall not use vehicle marked or signed with transit service markings for purposes other than transit service without the approval of SGRC.	Unauthorized use of SGRC vehicles shall result in request for termination of TPO staff involved in the unauthorized use up to and including termination of contract if it is substantiated the unauthorized use was directed by TPO management staff.

9	Demand Response Productivity	TPO shall be accountable for productivity below 2.0 passengers per service hour.	Failure to meet productivity Standards for 3 consecutive months shall require submission of a corrective action report. Continued poor performance may result in non-renewal of the contract. The TPO is eligible for a bonus of 1% of Demand Response portion of the Monthly invoice if Demand Response performance Exceeds 3.5 trips per hour.
10	Staffing levels	TPO shall be responsible for maintaining proper staffing levels	Failure to provide adequate Quantity and Quality of staff as identified in this proposal may result in contract termination.
11	Facility Maintenance	TPO shall be responsible for facility janitorial maintenance to include general office janitorial and janitorial maintenance of bus shelters.	Failure to provide adequate janitorial maintenance as identified in this proposal may result in a penalty of 2% of the Fixed Route portion of the monthly invoice.

**TRANSIT PROVIDER NAME**  
**Monthly Transit Billing Summary**

**Exhibit I: Invoice Template**

**Month:**

DHS Trips					
	Confirmed	No Shows	Reimbursable Trips (Confirmed + NS)	Trip Rate	Invoice Amount
Aging	-	-	-	\$ -	\$ -
DBHDD	-	-	-	\$ -	\$ -
ADA	-	-	-	\$ -	\$ -
DFCS	-	-	-	\$ -	\$ -
GVRA	-	-	-	\$ -	\$ -
Other:	-	-	-	\$ -	\$ -
					\$ -

DOT Trips - SGRC Contracts <small>(revenue direct to SGRC)</small>					
	Total Trips	No Shows	Reimbursable Trips	Trip Rate	Invoice Amount
NEMT - SGRC	-	-	-	\$ -	\$ -
Valdosta Mobility	-	-	-	\$ -	\$ -
Wild Adventures	-	-	-	\$ -	\$ -
					\$ -

Meals on Wheels (MOW)		
	Total Meals	Revenue Collected (Match)
Meals on Wheels (MOW)	-	\$ -

DOT Trips							
	Total Trips	No Shows	Reimbursable Trips	Trip Rate	Trips Total	Less Revenue <small>(Collected by RMS)</small>	Invoice Amount
Public	-	-	-	\$ -	\$ -	\$ -	\$ -
NEMT	-	-	-	\$ -	\$ -	\$ -	\$ -
Private Pay	-	-	-	\$ -	\$ -	\$ -	\$ -
Other:	-	-	-	\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -

<b>Gross Amount for Transit Provider Trips</b>	<b>\$ -</b>
<b>Less Revenues from Farebox &amp; Other</b>	<b>\$ -</b>
<b>Net Amount Due to Transit Provider</b>	<b>\$ -</b>

**By signing below, I acknowledge the following:**

I certify that this information is correct, to the best of my knowledge, and understand that this information will be used as the basis for payments made to TRANSIT PROVIDER. I also understand that any intentional misrepresentation of this data constitutes billing fraud.

I understand that the the SGRC, County, and/or GDOT may ask for backup information to substantiate this billing data at any time during the contractual period. I also understand that any overpayments made to TRANSIT PROVIDER. based on incorrect billing data will be reimbursed to SGRC, County and/or GDOT.

Mange Monthly Program Report		
Total Transport Miles		
Total Transport Hours		
Total # of Vehicles		
Total # of Drivers		
Public Trips (DOT)		-
NEMT Trips (DCH)		-
Private Pay (non-DHS)		-
Other Trips		

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

**This contract template should be review by the sub-recipients' legal counsel prior to execution.**

### **Contract for Transit Service**

**THIS CONTRACT** made and entered into, in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ by and between the \_\_\_\_\_, hereinafter called "\_\_\_\_\_", and \_\_\_\_\_, with headquarters located in \_\_\_\_\_ hereinafter called "Contractor" for the following project and amount as set forth below.

**WHEREAS,** \_\_\_\_\_ is authorized by the Federal Transit Administration and Georgia Department of Transportation to furnish and operate public transportation services for the \_\_\_\_\_ and to enter into a contract with an operator to provide such services and \_\_\_\_\_ has determined such public transportation services were in the best interest of the residents of \_\_\_\_\_ and has exercised its authority within its boundaries to furnish such services; and

**WHEREAS,** \_\_\_\_\_ issued its Request for Proposal (RFP) dated \_\_\_\_\_ to provide such services, and Contractor submitted its Proposal dated \_\_\_\_\_ in response thereto. Following an evaluation by the \_\_\_\_\_ and its selection committee, Contractor was selected to be the most efficient and reliable service provider among the field of qualified competitors; and

**WHEREAS,** the Parties now wish to enter into this Transit Contract Agreement to memorialize their agreement,

**NOW, THEREFORE,** the Parties hereto do mutually agree as follows:

Contractor will provide services as specified to operate \_\_\_\_\_ service as described in the Request for Proposal and listed attachments beginning \_\_\_\_\_ through \_\_\_\_\_, with \_\_\_\_\_ one-year options to renew in succeeding years. The Parties acknowledge and agree that a decision to renew is completely within the discretion of the \_\_\_\_\_.

#### **Attachments on file and FTA Requirements made part of this contract:**

RFP \_\_\_\_\_ - Which includes Federal Transit Administration Requirements (Section \_\_\_\_\_) and Attachment \_\_\_\_\_ (dated \_\_\_\_\_) Contractor response to RFP \_\_\_\_\_ dated \_\_\_\_\_ Contractor revised Cost Proposal (dated \_\_\_\_\_).

This Transit Contract relies heavily on the published RFP by the \_\_\_\_\_ and the Proposal as submitted by the Contractor. Unless specifically noted in writing between the Parties, Contractor and \_\_\_\_\_ will follow all Terms and Conditions as outlined in the RFP and Contractor's Proposal dated \_\_\_\_\_.



**TERM OF CONTRACT:** The initial term of this Contract shall be for a period of one (1) year commencing \_\_\_\_\_ and ending on \_\_\_\_\_. Thereafter, upon mutual agreement of the parties, the Contract may be extended for four (4) additional periods of one (1) year each. Both parties shall notify each other in writing at least 90 days in advance of the expiration date (\_\_\_\_\_) of its intention to either extend or not extend into the next succeeding year. In the event the parties mutually agree to extend, the parties shall amend the Contract in a formal writing signed by both parties.

**COMPENSATION:** Compensation is based on a \_\_\_\_\_ (revenue hour, revenue mile, trip rate, select correct rate type).

For purposes of this Contract, " \_\_\_\_\_ " (unit rate type) shall be defined as: For fixed-route, demand response, and commuter services (select service type(s)) the \_\_\_\_\_ (unit type) are calculated from the start of customer service to the end of customer service for each route. Vehicle pre-trip inspections, fueling, cleaning and dead head are not included in transit revenue service. Therefore, proposers should assure that these costs are covered by their Revenue \_\_\_\_\_ (unit type) rate. \_\_\_\_\_ (unit type) may vary based on demand. Dispatching, call taking, scheduling, supervision of these services and all other activities detailed in the RFP are included in the \_\_\_\_\_ (unit type) rate

Budget - Year 1 - \$ \_\_\_\_\_ per (unit type) not to exceed \_\_\_\_\_ (number of units, \_\_\_\_\_ (unit type))

Budget - Year 2 - Year 5 - To be added by amendment as agreed upon between the parties in future negotiation should the parties mutually agree to renew the agreement for succeeding year(s).

Compensation amount awarded is a not-to-exceed dollar figure which cannot be increased without documented justification and a signed authorization of contract change.

### GENERAL CONDITIONS

**CONTRACTOR IDENTIFICATION AND BUSINESS LICENSE:** Contractor shall furnish to \_\_\_\_\_ its employer identification number as designated by the Internal Revenue Service. Contractor understands it is required to obtain an annual \_\_\_\_\_ business license for conducting business in the \_\_\_\_\_. (This may or may not be applicable)

**SUBCONTRACTORS AND ASSIGNMENT:** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from \_\_\_\_\_. \_\_\_\_\_ by this Contract incurs no liability to third persons

for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.

**WAIVER OF CONDITIONS:** The waiver of any provision, term or condition of these Contract Documents by \_\_\_\_\_ on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from Contractor's obligation to otherwise perform or observe such condition or any other term of the Contract.

**SEVERABILITY:** In the event any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each provision.

**GOVERNING LAW AND VENUE:** Contractor warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Contract. The laws of the State of Georgia shall govern the interpretation of any provisions of this contract. Venue shall be in the \_\_\_\_\_ County Circuit Court.

**LEGAL EXPENSES:** In the event legal action is brought by the \_\_\_\_\_ or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs and expenses as may be set by the court both at trial and all appeals therefrom.

**NOTICES:** Either the \_\_\_\_\_ or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

**AMENDMENTS:** Amendment or changes to this Contract shall be in writing and will become a part of this Contract when agreed upon by both parties and signed by the Authorized Officials.

**CHANGES IN SCOPE:**

- a) The \_\_\_\_\_ may, at any time, request changes within the general scope of this Contract. If any such requested change would result in an anticipated increase in the cost of, or the time required for, the performance or any part of the work under this Contract, or would result in an anticipated increase or decrease of ten percent (10%) or more to Contractor's estimated annual revenue \_\_\_\_\_ (unit) stated in the RFP, the parties shall negotiate an equitable adjustment to Contractor's rate and the Contract will be amended accordingly.
- b) In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing Contractor's operating costs by ten percent (10%), to include, but not limited to, laws, rule, regulations,

or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government required increases to employee wages and/or benefits, to include health care benefits, the \_\_\_\_\_ and Contractor shall meet to discuss the impact of these unanticipated additional costs and negotiate an equitable adjustment to Contractor's rates.

**COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** Throughout the term of this Contract, the Contractor shall maintain a policy of automobile liability insurance with a combined single limit of not less than \_\_\_\_\_ (amount based on GDOT and local requirements) as to the ownership, maintenance, and use of "any auto." The Automobile Liability Insurance shall name the \_\_\_\_\_ and the \_\_\_\_\_'s officers, additional insured parties. The Contractor's insurance shall be primary and any insurance maintained by \_\_\_\_\_ shall be non-contributory.

**VEHICLE PHYSICAL DAMAGE INSURANCE:** The Contractor shall provide vehicle physical damage coverage (Comprehensive and Collision). Comprehensive covers losses caused by or resulting from damage from any cause except as otherwise excluded by Contractor insurance; and excluding terrorism, collision, upset, or overturn. Comprehensive coverage includes such perils as fire, lightning, explosion, theft, windstorm, hail, earthquake, flood, mischief, and vandalism. Collision covers losses caused by or resulting damage from collision with another object, upset, or overturn. The Contractor's insurance shall be primary and any insurance maintained by \_\_\_\_\_ shall be non-contributory.

#### **INDEMNIFICATION:**

- a) Excluding all automobile liability and vehicle physical damage liabilities, damages, demands, judgments, awards, losses, costs, expenses, suits and actions (collectively referred to as "claims"), and all claims involving injury or death, or damages to person or property arising and resulting from the negligent acts, errors, or omissions of the \_\_\_\_\_, its officers, employees, agents, or consultants, Contractor shall, to the extent permitted by law, protect, indemnify, and save the \_\_\_\_\_ and its officers, employees, and agents, harmless from and against any and all claims, including reasonable expenses, costs, and attorney's fees incurred by the \_\_\_\_\_ and its officers, employees and agents in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property, arising or resulting from the negligent acts, errors, or omissions of the Contractor, including the negligent acts, errors, or omissions of its officers, employees, servants, agents, subcontractors, and suppliers.
- b) The \_\_\_\_\_ shall, to the extent permitted by law, protect, indemnify, and save the Contractor and its officers, employees, and agents, harmless from and against any and all automobile liability claims and vehicle physical damages claims, and any and all claims arising or resulting from the negligent acts, errors, or omissions of the \_\_\_\_\_, including the negligent acts, errors, or omissions of its officers, employees,

servants, agents, subcontractors, and suppliers, including reasonable expenses, costs, and attorney's fees incurred by the Contractor and its officers, employees and agents in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property, arising or resulting from operation and use of \_\_\_\_\_-owned vehicles or Contractor's other performance of the Contract.

**FORCE MAJEURE:** Contractor shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to, any incidence of fire, flood, or severe weather; strike, labor dispute, labor work stoppages; acts of God, acts of the government, war or civil disorder, violence or the threat thereof, severe traffic congestion, commandeering of material, products, and plants or facilities by the government, and fuel shortages. Contractor agrees not to charge \_\_\_\_\_ for \_\_\_\_\_ (service units) not performed due to force majeure.

Any and all notices, writings, correspondence, etc. as required by this Contract shall be directed to \_\_\_\_\_ and Contractor, respectively, as follows:

CONTRACTOR:

Name

Address

Telephone

Email

CONTRACTOR:

Name

Address

Telephone

Email

**IN WITNESS WHEREOF,** \_\_\_\_\_ and Contractor have executed this Contract for Transit Service dated \_\_\_\_\_. (date)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Contractor Authorized Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Witness:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT**

RFP \_\_\_\_\_ (attach RFP)

SAMPLE

## CONTRACT TURNOVER PROCEDURE

Upon termination of the contract, the TPO shall return all SGRC owned facilities, vehicles and equipment to SGRC ready for use, in sound mechanical and operating condition with no deferred maintenance or damage, normal wear and tear excepted. This turnover procedure is designed to determine the condition of facilities, vehicles and equipment at the time of turnover between TPOs. This turnover procedure shall be implemented prior to the end of the contract with SGRC current TPO and prior to the end of the contract with the selected new TPO. At SGRC's option, a turnover inspection may be implemented with or without a change in TPO.

- **Turnover Report** - Current TPO, new TPO and SGRC shall meet on later than 14 days prior to turnover. Current TPO shall make available all preventive maintenance inspection records, daily bus operator vehicle condition report, oil analyses test results, and other records as appropriate. Full cooperation is expected of all parties. Current TPO, new TPO and SGRC will do an inspection of the revenue vehicles and any other equipment. The parties will agree upon a written Turnover Report documenting the equipment condition not later than 7 days prior to contract turnover.
- **Timeframe for completion of work** - Upon completion of the written Turnover Report, the current TPO, SGRC and the Consultant shall meet to determine a plan and timeline for resolution of defects, if any, found during the inspection. SGRC's current TPO shall furnish SGRC with a timeline and specific plan to make repairs, resolve deferred maintenance or other issues, if any, prior to turnover.
- **Turnover** - Within two days of turnover, the Current TPO, New TPO, and SGRC shall meet to physically re-examine facilities, equipment and vehicles. Records shall be kept and made available to SGRC documenting items which have been repaired since the audit, if any. Current condition of every item shall be determined.
- **Final Payment** - In the event that the current TPO returns facilities, equipment or vehicles to SGRC with deferred maintenance, damage or uncompleted repairs beyond normal wear-and-tear, as identified in the Turnover Report, SGRC shall determine the cost to correct such deficiency(ies) and shall withhold said amount from the Current TPOs final payment(s). SGRC may, at its discretion, use withheld funds to correct and resolve deferred maintenance and/or damage as necessary to bring facilities, fleet or equipment into compliance with SGRC's standards for turnover.
- **Reporting, Data, Access, Documents, etc.** - Current TPO shall provide SGRC and new TPO (a) reasonable access to the operating facility and the revenue vehicles; (b) to the extent permitted by law, wage, benefit, employee records, and other relevant information relating to any of current TPO's employees who at any time engaged in providing transit services for the SGRC; (c) copies of all leases, permits, licenses, and other relevant documents; (d) all documents pertaining to FTA's Drug and Alcohol requirements, including a completed on-line annual report as submitted through the USDOT Drug and Alcohol Testing Management Information System for its period of operations; (e) all records associated with its contract, including all maintenance documentation; (f) retain all records in its possession associated with the SGRC project for a minimum of three (3) years.
- **Tires including steer and drive tires** shall have a minimum 6/32-inch tread depth in every major groove. During the turnover inspection a minimum of two tread depth measurements will be taken for each tire. The cost to replace any tire with a tread depth measurement less than 6/32 inches will be assessed against the Current TPO.
- **Equipment owned by the Current TPO** such as shop equipment, two-way radios or cell phones, automatic passenger counters, automatic stop announcement systems, security cameras and automatic vehicle location equipment may be purchased by the New TPO at the new TPO's discretion. The values assigned to this equipment by the Current TPO will be based upon a five-year useful life and straight-line depreciation.

- The SGRC shall have the option, upon the expiration or termination of the Contract, to assume operating and facility leases and agreements and vehicle leases. SGRC's Current TPO and the selected New TPO shall cooperate with SGRC to effectuate, without additional expense, the operating and facility leases and agreements and the vehicle lease agreements.
- The SGRC shall have the option, upon the expiration or termination of the contract, to purchase all or any part of non-revenue equipment not already purchased by SGRC and used by SGRC's Current TPO in the performance of the work specified in the contract at a price equal to that portion of the original cost of the equipment which has not yet been amortized as of the date the contract expires or is terminated. Amortization shall be deemed to be made in accordance with generally accepted accounting principles.
- The SGRC reserves the right to negotiate with the New TPO to complete any outstanding maintenance work or repairs left over from the existing contract. Any of this work that remains uncompleted after the approved schedule for completion shall be considered the responsibility of the New TPO who will be accountable for its repair at the New TPO's sole cost.



## COMPLAINT PROCEDURES

### **Complaint Process**

Complaints regarding the public transportation system shall be handled promptly and objectively. Since the Transit Provider has direct control over day-to-day operations, they are in the best position to respond quickly to any problems that might arise. For this reason, complainants are encouraged to address problems first by contacting the Transit Provider directly. If the Transit Provider does not respond to the complaint in a reasonable amount of time, then the complainant should contact the SGRC directly.

The offices to contact to address complaints are repeated below in the order that they should be contacted.

- Transit Provider
- Southern Georgia Regional Commission

### **Informal Complaints**

Complaints may often be handled informally. An informal complaint is resolved quickly and does not require written documentation. Most often these types of complaints are addressed by phone or in person with the Transit Provider. Informal complaints are to be resolved by the transportation provider within twenty-four (24) hours of receiving a report of a problem.

Minor complaints during transport may be easily resolved through informal communications with the driver. To the extent feasible, drivers shall respond accordingly. If a complaint is brought to the attention of a driver and the driver does not have the authority to resolve it, the driver must refer the complainant to the Transit Provider, and report the complaint to his/her supervisor.

### **Formal Complaints**

If a complaint cannot be handled informally, or if an informal complaint is not resolved within twenty-four (24) hours, a formal complaint may be filed. Formal complaints are to be handled as follows.

- Formal complaints must be submitted in writing within one (1) week of the date of the incident.
- Citizens may make a request to file a formal complaint. The complaint will be recorded on a standardized transportation Complaint Form, which will be made available from the Transit Provider.
- The completed Complaint Form is emailed/faxed to the SGRC from the Transit Provider within one (1) business day.
- The Transit Provider is responsible for working with the SGRC to resolve the complaint objectively and taking appropriate actions in order to make reasonable accommodations.
- The response will include the steps taken to investigate the complaint, actions taken to resolve problems or prevent recurrence, and any related disciplinary actions taken. All formal complaint responses will be submitted in writing to the SGRC.

- If the individual, who filed the complaint, is not satisfied with the actions taken by the Transit Provider and the SGRC, he /she may request that the complaint be reviewed by the Southern Georgia Regional Commission Executive Leadership. The SGRC Executive Leadership team will review the complaint and determine whether the actions taken by the Transit Provider and the SGRC were adequate for complaint resolution.

### **Vehicle Use Complaints**

Complaints related to improper use of public transit vehicles should be referred directly to the SGRC. The SGRC will document complaint information on a complaint form, investigate, and respond to the complainant within three (3) business days of receiving the complaint. A copy of each vehicle complaint will be maintained on file at the SGRC.

## SUPPLEMENTAL INFORMATION

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As stated in the RFP, the Transit Provider is responsible for complying with requirements outlined in this RFP as well as the GDOT Section 5311 Administrative Guide, the DHS Transportation Manual and the FTA Master Agreement. The information below will provide potential Transit Providers with information on how to access these materials.

- FTA Section 5311 Rural Formula Program Circular: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/formula-grants-rural-areas-program-guidance-and-application>
- FTA Section 5310 Enhanced Mobility for Elderly and Disabled: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/enhanced-mobility-seniors-and-individuals-disabilities>
- GDOT 5311 Administrative Guide: <http://www.dot.ga.gov/InvestSmart/Transit/Documents/Administrative%20Guides/Section5311>
- GDOT State Management Plan: <http://www.dot.ga.gov/InvestSmart/Transit/Documents/StateManagementPlan/StateManagementPlan.pdf>
- DHS Transportation Manual: <https://dhs.georgia.gov/division-offices/office-facilities-support-services/transportation-services/manuals-guides>

## Evaluation Criteria - RFP #02-24 Reginal Transit Service Operation

### Proposal Scoring

The evaluation criteria for the proposals and associated points values are shown below:

Maximum Points	Criteria
20	Capability and experience of supervisory personnel to be assigned to the project (Quality)
20	Capability and prior experience in transit systems, including services for disabled riders, in various sized communities (Quality)
10	The adequacy and quality of the Proposer's vehicle maintenance program (Quality)
15	Adequacy of financial, managerial, and technical resources to successfully carry out the required services and meet required service standards (Quality)
10	Adequacy of Proposer's response to all other requirements, terms, and conditions of this Request for Proposals (Quality)
0-75	<b>Sub-Total</b>

### Quality Based Criteria

The quality-based criteria will be based on the following scoring method:

Quality Level	Example Points	Points Description
Excellent	20	Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; few if any offsetting weaknesses.
Very Good	15	Meets all requirements; reflects some enhancements or strengths; few if any offsetting weaknesses.
Good	10	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	5	May contain significant weaknesses, only partially offset by less pronounced strengths; should meet all minimum requirements, but some areas of doubt may exist.
Poor	2	Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weaknesses throughout, offsetting strengths.
Deficient	0	Will not meet minimum needs.

These definitions are not necessarily all inclusive.

### Financial Based Criteria

The financial-criteria will be scored using the following method:

The proposal with the lowest responsible cost will be awarded 25 points. Each cost proposal that is not the lowest will receive a number of points out of 25 on the proposed cost as a percentage of the lowest cost proposal.

### Final Score

The quality-based score and the financial-based score will be combined for a total score.

The SGRC reserves the right to conduct initial evaluation of Proposer's response to the RFP and interview finalists prior to final scoring of proposals. The SGRC assumes no liability for any costs incurred by any individuals or firms responding to this RFP or participating in any interviews. The SGRC evaluation committee reserves the right to reject any or all proposals for any reason and to make its contract award to the Proposer offering the proposal in the overall best interest of the SGRC.

## SYSTEM AND SERVICE AREA INFORMATION

**System Type:** Demand Response System

**Hours:** Service will be available 24 hours per day, 7 days per week (except SGRC holidays)

Service will include GDOT 5311 Public Transit Services, SGRC Regional DHS Coordinated Human Service Transportation, ModivCare Medicaid NET Transportation, and other Purchase of Service (POS) revenue contracts supplied by the TPO and/or SGRC.

**Rural (Section 5311 program) public transit services** will be provided in the following 15 counties: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Coffee, Cook, Irwin, Lowndes, Pierce, Tift, Turner, and Ware.

**DHS Coordinated Human Services and ModivCare (NET) transportation** will be provided in the following 18 counties: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner, and Ware.

Public transit trips are allowed to cross county lines and leave the region to meet the needs of the clients, provided that the trips outside the region do not monopolize transit vehicles for a single client or that they put the driver's and passenger's safety at risk due to long driving hours (DHS trips may cross county lines, but are required to remain within the 18-county region).

Service will be provided on the SGRC vehicles that may be supplemented with TPO owned vehicles from time-to-time as needs arise.

Number of Vehicles:	49 (Current Fleet)	59* (Expansion Fleet)
Public Trips Per Year	25,000	30,000
DHS Trips Per Year	74,000	90,000
ModivCare NET Trips Per Year	16,000	19,300
<b>Total Trips Per Year</b>	<b>115,000</b>	<b>169,300</b>
Average Service Days Per Month, Per Vehicle	22	
Average Miles Per Month, Per Vehicle	36,000	
Average Hours Driven Per Month, Per Vehicle	1,850	
Average Fuel Usage (gallons) Per Month, Per Vehicle	410	

\*It is anticipated that during FY24 SGRC will receive ten (10) expansion vehicles. It is unknown when we will receive these vehicles.

## REQUIRED CONTENT OF PROPOSALS

This appendix will identify what information should be submitted within your proposal in response to this RFP and the order in which it should appear. More information regarding the process to follow when submitting your proposal is described within the RFP.

Proposer(s) should indicate required documents are included within the proposal and the location of those documents by placing the word “Yes” by each requirement and specifying the page or reference number where that document is located. **Failure to place ‘yes’ by each requirement may cause Southern Georgia Regional Commission to reject the proposal.**

This checklist is provided for the convenience of proposer, but it is the proposer’s responsibility to review the entire RFP, the GDOT 5311 Administrative Guide and the DHS Transportation Manual and ensure response is made to all requirements.

Yes/No	Page/Ref. No	
		<b>1. Cover Letter</b> The proposal should contain a cover letter and introduction, including: the company name, address and the name, telephone number, fax number and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.
		<b>2. Transit Cost Proposal</b> The proposer shall submit a complete Transit Cost Proposal ( <i>Appendix C: Transit Cost Proposal Form</i> ). The document must be fully completed, signed, and dated.
		<b>3. Proposal Submittal Form</b> <i>Appendix D: Proposal Submittal Form</i> must be signed and dated by an authorized agent of the proposer.
		<b>4. Contract Exceptions</b> A sample contract ( <i>Exhibit J</i> ) has been included in this RFP. Any exceptions to the contract must be submitted and clearly identified with the proposer’s technical proposal.
		<b>5. Request for Deviations, Approved Equals, or Exceptions</b> If the proposer is requesting deviations, approved equals or exceptions, <i>Appendix K</i> must be completed and submitted with the proposal package.
		<b>6. Small or Minority/DBE Business Form</b> The proposer should indicate its classification as a small or minority or DBE business by completing <i>Appendix Q</i> .
		<b>7. Summary of Understanding of the Proposed Services</b> The proposer should indicate their understanding of the requested services and describe how it proposes to service the public transit program.
		<b>8. Company Background, Organization and Experience</b> The proposer must include the following information:
		<b>a) Background, History and Organizational Overview</b> The proposer must include a description of their organization’s background and history. Please include principals of the firm and their backgrounds. Describe ownership structure and provide relevant information. Provide a general description of relevant transportation services and tasks performed.

		<p>Provide a broad overview of your organization, including any parent, affiliated or subsidiary company, and any business partners. Provide an organization chart of your firm and describe the relationship between each component of your firm. Provide a description of the organization, its corporate and organizational structure, date formed, and the ownership of firm. <i>Complete Appendix E: Vendor Information</i>).</p>
		<p><b>b) Financial Information</b>  Provide financial information for your organization for the last two (2) calendar or fiscal years to indicate that the proposer has the financial capacity to perform these services. SGRC reserves the right to perform additional due diligence in this area, at the sole discretion of SGRC prior to award of any contract. Please incorporate internal audit information, cash flow information, lines of credit and any other pertinent information that will attest to the fact that you are able to provide transportation services for the area(s) you propose into your financial information.</p>
		<p><b>c) Accounting Policies and Procedures</b>  Present your organization's accounting policies and procedures relating to financial processing, invoicing and vendor (subcontractor) payments, if applicable. Provide evidence of your financial understanding of 5311 grant accounting and operations budgeting.</p>
		<p><b>d) Reporting</b>  Describe your reporting capabilities. Will you be willing to modify any standard reporting formats to meet SGRC, DHS, ModivCare or the GDOT's reporting needs?</p>
		<p><b>e) Litigation/Legal Proceedings</b>  Disclose whether, within the last five years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.</p>
		<p><b>f) Insurance</b>  Provide documentation of the amount of the general liability insurance carried by your organization, or that you would carry if awarded this contract, as well as the insurance carrier.</p>
		<p><b>g) Safety</b>  Proposals shall include a description of the safety history of the Proposer with respect to the provision of contracted bus transit services.</p>
		<p><b>h) Records</b>  Describe how you will maintain records for this program. What records will be maintained in physical format? In electronic format? How long will records be maintained?</p>
		<p><b>i) Willingness to Provide Public Transportation</b>  Describe your willingness to provide public transportation services for human service passengers, or former human service passengers, for individuals that would order and pay directly for transportation services? Examples could be passengers that may be transitioning off of welfare and need rides to work; senior citizens that may want to go to the grocery store, etc.; mental health passengers that may want to go to the movies, etc.</p>

		<p><b>9. References</b>  <i>Appendix F: Provider References</i> must be completed. Proposer must provide at least three (3) clients who have hired the organization for similar services as detailed in this RFP during the past three years. Proposer should also include a list of names and addresses of all clients who have terminated your relationship for performing similar services as detailed in this RFP during the past five (5) years and their reasons for doing so.</p>
		<p><b>10. Statement of Work</b>  Proposers should address all items in Section 4 and Section 5, focusing on their ability to perform the required services for SGRC by addressing the following questions.</p> <p>Proposers should give a brief overview of their company; including creative approaches and information regarding how they will be able to provide excellent service for the passengers proposed to served. Include examples pertinent to the program.</p>
		<p><b>a) Coordination of Transportation Services</b>  Give a brief overview of your company; include creative approaches and information regarding how you will be able to provide excellent service for the passengers you propose to serve. Include examples pertinent to the program.</p>
		<p><b>b) Proposed Staffing and Training</b>  The Proposer shall submit a staffing plan detailing how it proposes to locate and hire vehicle drivers, mechanics, and other non-supervisory personnel to carry out the project successfully. The staffing plan shall identify and describe the number of vehicle operators, mechanics, dispatchers and any other personnel necessary to carry out the project.</p> <p>The Proposer shall submit a training plan to be used to ensure that the employees in each of the positions are properly trained in the performance of their duties with emphasis on safety, Americans with Disabilities Act (ADA) requirements, and good customer service. A brief description of the proposed training content and schedule shall be included. In addition, the Proposer shall address refresher training including frequency and content.</p>
		<p><b>c) Operating Hours/Locations</b>  Proposers should describe operating hours for their transportation company. Identify current and proposed office locations; include descriptions of size, ability to house vehicles and any other pertinent logistic information.</p>
		<p><b>d) Scheduling, Receiving and Providing Trips</b>  Proposers should describe in detail the procedures for receiving, scheduling, and providing trips. How will they ensure that all trips are provided? Describe how drivers will be instructed with day-to-day operations. Include provisions for back up needs tailored to the option your proposal addresses in the case of an emergency. Address the issue of referrals of consumers to other programs or providers. How will these calls be handled?</p>
		<p><b>e) Fleet Resources</b>  Proposers should describe in detail existing vehicle fleet resources, including vehicle ownership, vehicle types, and capacity.</p>



		<p><b>f) Vehicle Maintenance</b></p> <p>The Proposer shall describe its approach to vehicle maintenance that adheres to a detailed Vehicle Maintenance Plan that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the project. The Vehicle Maintenance Plan shall include how and where the maintenance/repair work is to be successfully completed (i.e. in-house vs. subcontracted) and details regarding the steps in the preventative maintenance program, including scheduled inspection intervals, maintenance program for preventative maintenance, and repair of vehicle accessories, such as wheelchair lifts and communications equipment, as well as a back-up vehicle and tow plan in the event of vehicle breakdown or failure to return to service.</p>
		<p><b>g) Technology</b></p> <p>Proposers should describe automated technology (other than required software provided by GDOT, ModivCare or DHS) used or proposed to be used by their organization to assist in routing, vehicle maintenance scheduling, reporting, and accounting relating to this RFP. Proposer should specifically address a Vehicle Tracking System as referenced in 5.4.5 of this RFP.</p> <p>Proposers should also describe their e-mail capability they have or propose to use as a means of communication between their staff and SGRC, DHS, ModivCare and GDOT.</p>
		<p><b>h) Customer Satisfaction</b></p> <p>Describe how you will address customer satisfaction. How will you address complaints? How will you ensure that the same kind of complaint does not recur? Refer to <i>Exhibit L: Complaint Procedures</i> as a guide for your response to this item.</p>
		<p>i) Describe your proposed policy for operating during inclement weather. Include area - specific concerns relating to center locations and how this area may be affected by inclement weather.</p>
		<p><b>j) Implementation of Services</b></p> <p>Proposers should provide a detailed plan for implementing the services pertaining to this particular proposal option as a result of this RFP. The plan should include a representative list of tasks and milestones. All areas associated with implementation, such as: facility arrangements, staffing, subcontractors, vehicle purchases or leases, and any technology enhancements or purchases should be included in the plan.</p>
		<p><b>k) Assurances</b></p> <p>Proposers should provide assurance that they are capable, adequately knowledgeable and dedicated to adhering to all FTA, GDOT, ModivCare and DHS regulations and policies, as well as any other federal, state, or local laws, ordinances, regulations, policies and/or requirements.</p>
		<p><b>11. Certifications, Affidavits and other Required Documents</b></p> <p>The proposer shall certify and sign the following and include them in his/her proposal.</p>
		a) Appendix G: Required Federal Terms & Conditions with Acknowledgement
		b) Appendix H: Certification Regarding Lobbying
		c) Appendix I: Certification Regarding Debarment, Suspension....
		d) Appendix J: Certification Regarding Drug Free Workplace
		e) Appendix L: Anti-Boycott Divestment and Sanctions

		f) Appendix M: Authorization for Information
		g) Appendix N: Contractor Affidavit OCGA 13-10-91
		h) Appendix O: Proposer Certifications – Conflict of Interest
		i) Appendix P: Agreement to Adhere to DHS Standards
		j) Appendix R: Addenda Acknowledgment

## TRANSIT COST PROPSAL

### Overview Information

The price proposal components should be presented as an annual cost associated with performing the services, inclusive of all administrative costs, transportation costs, overhead, profit, travel, per diem and **ALL** costs associated with this contract.

Trip needs are not clearly defined due to the nature of providing demand response public transit, and only estimates are provided. Please bid based on your cost to perform services. The purpose is to ensure that SGRC receives the most efficient service possible that is also the most cost effective. **A potential offeror who bids low and is unable to provide adequate services for that price upon contract award will be terminated. It is essential that true cost for service be reflected in all bids submitted.**

In order to submit a cost proposal to provide public transit service, please submit your cost proposal for each of the five years (FY24, FY25, FY26, FY27 and FY28) of the proposed contract term, using the cost proposal form located on the next page(s). The cost proposals for ALL periods (FY24-FY28) are negotiable each contract year with adequate justification for budget revisions and/or program changes.

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*Authorized Signature*

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*Date*

---

*Printed Name*

---

*Company Name*

**Unit Cost Proposal**

	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Per Revenue Service Hour					
Cost Per Revenue Service Mile					
Cost Per Passenger Trip					

Proposer's Preferred Unit Cost Method (explain why):

## TRANSIT SERVICE DETAILED COST PROPOSAL

	FY24	FY25	FY26	FY27	FY28
<b>Administrative Expenses</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>
Administrative Salary					
Fringe (Administrative)					
Training					
Travel					
Marketing					
Telephone					
Office Supplies					
Rental Expenses					
Computer Software Maintenance					
Accounting & Legal Expense					
Postage					
ELP & GL insurance					
Standard Overhead					
Other - Please Specify					
Other - Please Specify					
Other - Please Specify					
Other - Please Specify					
<b>Administrative Total</b>					
<b>Operating Expenses</b>					
Driver Salary					
Dispatcher Salary					
Mechanic Salary					
Fringe (Operating)					
Fuel					
Maintenance & Repairs					
Vehicle Insurance					
Tires & Tubes					
Driver Training/Background Checks					
Drug & Alcohol Testing					
License, Tags & Taxes					
Uniforms					
Utilities					
Other - Please Specify					
Other - Please Specify					
Other - Please Specify					
Other - Please Specify					
<b>Operating Total</b>					
<b>Total Cost Proposal (Admin + Operating)</b>					

## PROPOSAL SUBMITTAL FORM

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. The budget offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the Georgia Vendor Manual (<http://www.doas.state.ga.us>) as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Southern Georgia Regional Commission, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Southern Georgia Regional Commission.

It is understood and agreed that we have read the state's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such state specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

### PROPOSAL SIGNATURE AND CERTIFICATION

*(Bidder to sign and return with proposal)*

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

---

*Authorized Signature*

---

*Date*

---

*Printed Name*

---

*Company Name*

**STATEMENT OF BIDDERS/PROPOSER'S QUALIFICATIONS AND DECLARATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the bid/proposal packet, you're bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information he/she desires.

**Name of Proposer:** \_\_\_\_\_

**Type of Business:** \_\_\_\_\_

**Date of Formation:** \_\_\_\_\_ **Chartered/Incorporated in State of:** \_\_\_\_\_

**Proposer Address:** \_\_\_\_\_

\_\_\_\_\_

**Office Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Chief Executive Officer:** \_\_\_\_\_

**Chief Operating Officer:** \_\_\_\_\_

**Federal Employer Identification Number:** \_\_\_\_\_

**Company Net Worth:** *(Assets minus liabilities per latest financial statement)* \_\_\_\_\_

The SGRC may ask for detailed financial statements that you must furnish if requested, you must answer if you are in agreement that you will furnish the financials. ☐ Yes ☐ No

**Parent Company Business Address:** \_\_\_\_\_

\_\_\_\_\_

**How many years have you been engaged in business under your present firm or trade name?** \_\_\_\_\_

**Number of permanent employees performing transportation related services?** \_\_\_\_\_

**Brief description of the history of the organization:** *(1-page minimum, include company name & RFP # on each page)*

**General description of services provided:** *(3-page maximum, include company name & RFP # on each page)*

**Proposer Declaration:**

Proposer has carefully read and fully understands the full scope of the Specifications. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Specifications.

This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to proposal opening but may not be withdrawn after proposal opening date and time.

SGRC reserves the right to award or reject any or all proposals and to accept the proposal, which will, in its opinion, best serve the public interest. SGRC reserves the right to waive any technicalities and formalities in the Proposal.

I acknowledge that all additional questions and RFP addenda the SGRC has posted has been reviewed prior to submission of this proposal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Being duly sworn deposes and says that he/she is \_\_\_\_\_ (Title) and that the answers to the foregoing questions and all statements herein contained are true and correct.

By:

\_\_\_\_\_  
Name of Corporation or Firm

\_\_\_\_\_  
Authorized Signature

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires



## PROVIDER REFERENCES

**Provider Name:** \_\_\_\_\_

**Provider Address:** \_\_\_\_\_

**Contact Person**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

### Date Services Provided

**To:** \_\_\_\_\_

**From:** \_\_\_\_\_

**Geographic Area Served:** \_\_\_\_\_

**Number of persons transported during the month of September 2023:** \_\_\_\_\_ *OR*

***OR***

**Number of service hours and/or one-way trips during the month of September 2023:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Detailed Description of Services Provided:**

**REQUIRED FEDERAL TERMS AND CONDITIONS APPLICABLE  
TO SOLICITATION AND CONTRACT**

The undersigned hereby acknowledges the receipt and review of the required procurement and contract clauses contained in this Exhibit.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of these clauses and apply to this certification and disclosure, if any.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

Name of Individual, Partnership or Corporation

---

Signature of Proposer or Proposer's Authorized Agent

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## 1. Access to Records and Reports

The following access to records requirements apply to this Contract:

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, subcontracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records consistent with the requirements of 2 CFR § 200.334.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.337. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA, the Southern Georgia Regional Commission, and any of its agents or contractors to inspect and audit records and information related to the performance of this contract pursuant to 2 CFR § 200.337.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

## 2. Americans With Disabilities Act (ADA)

The contractor agrees to comply with the requirements of the Americans with Disabilities Act which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

### **3. Buy America Requirements**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR § 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 CFR § 661.11.

In the event the contractor is asked to assist the Purchaser in the procurement of rolling stock subject to this part, the contractor must submit to the Purchaser the appropriate Buy America certification.

### **4. Cargo Preference Requirements**

The contractor agrees to:

- a. Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- b. Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the PURCHASER (through the contractor in the case of a subcontractor's bill-of-lading.).
- c. Include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **5. Charter Service Operations**

The Transit Provider agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 CFR. part 604, which provides that the PURCHASER and its subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if at least one private charter operator is willing and able to provide the service, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b. FTA regulations, "Charter Service," 49 CFR part 604;
- c. Any other federal Charter Service regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## **6. Civil Rights Laws and Regulations**

The following Federal Civil Rights laws and regulations apply to all contracts.

### **a. Civil Rights and Equal Opportunity**

The PURCHASER is an Equal Opportunity Employer. As such, the PURCHASER agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the PURCHASER agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- 2) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

### **b. Federal Equal Employment Opportunity (EEO) Requirements.**

These include, but are not limited to:

- 1) **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR § 25 prohibit discrimination on the basis of sex.

- 2) **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 CFR § 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- 3) **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- 4) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 5) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 6) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- 7) **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 8) **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **7. Clean Air Act and Federal Water Pollution Control Act**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Clean Air Act**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.



**Federal Water Pollution Control Act**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the PURCHASER and understands and agrees that the PURCHASER will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

**8. Contact Work Hours and Safety Standards**

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR § 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 CFR § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

**Compliance with the Contract Work Hours and Safety Standards Act**

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."

## **9. Davis Bacon Act and Copeland Anti-Kickback Act**

- a. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. The Purchaser will provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Purchaser must report all suspected or reported violations to the Federal awarding Purchaser.

### **Compliance with the Copeland Anti-Kickback Act**

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR § 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

## **10. Debarment and Suspension**

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000.
  - 1) This contract is a covered transaction for purposes of 2 CFR § 180. As such the PURCHASER is required to verify that none of its contractors, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
  - 2) The accompanying certification is a material representation of fact relied upon by the PURCHASER. If it is later determined that the contractor did not comply with 2 CFR § 180, subpart C, in addition to remedies available to PURCHASER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- b. The bidder or proposer agrees to comply with the requirements of 2 CFR § 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

## **11. Disadvantaged Business Enterprise (DBE)**

It is the policy of the Purchaser and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises (DBEs), as defined herein and in the Federal regulations published at 49 CFR § 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor 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 § 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 Purchaser deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments
- Assessing sanctions
- Liquidated damages
- Disqualifying the contractor from future bidding as non-responsible

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Purchaser makes to the prime contractor.

Finally, for contracts with defined DBE contract goals, the Purchaser must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Purchaser's written consent; and that, unless the Purchaser's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

## **12. Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

## **13. Equal Employment Opportunity**

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. 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, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the PURCHASER contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. 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.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting Purchaser and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other 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.
- h. The contractor will include the provisions of paragraphs (1) through (8) 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 subcontract or purchase order as may be directed by the Secretary

of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **14. Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of contract.

## **15. Fly America**

a. Definitions. As used in this clause—

- (1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- (2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- (3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Purchaser, and others to use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- a. The contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**16. Incorporation of Federal Transit Administration (FTA) Terms**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

**17. No Government Obligation to Third Parties**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**18. Notification to FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Purchaser must promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region IV. The Purchase must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 CFR §§ 180.220 and 1200.220.

- a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or

- b. a legal disagreement in any forum for any reason.
- c. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- d. The Purchaser must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region IV, if the Purchaser has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Purchaser and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Purchaser. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative Purchaser, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Purchaser.

## **19. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases**

The contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR § 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR § 663 and related FTA guidance.

## **20. Procurement of Recovered Materials**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (2) Meeting contract performance requirements; or
  - (3) At a reasonable price.
- b. The Purchaser and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered



materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.ecfr.gov/current/title-40/part-247>.

## **21. Program Fraud and False or Fraudulent Statements and Related Acts**

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

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

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

## **22. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

- a. The Purchaser and its subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or

- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

## **23. Prompt Payment**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Purchaser, 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 the prior written consent of the Purchaser.

## 24. Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- b. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

(1) Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

## 25. Restrictions on Lobbying

- a. Pursuant to 2 CFR § 20.100, the contractor must certify, on forms provided by the Purchaser, that no appropriated funds may be expended by the contractor participating in a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any Purchaser, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. Each person who requests or receives from the Purchaser a Federal contract, grant, loan, or cooperative agreement shall file with that Purchaser a certification, set forth in appendix A, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c. Each person who requests or receives from the Purchaser a Federal contract, grant, loan, or a cooperative agreement shall file with that Purchaser a disclosure form, set forth in Attachment C, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

- d. Each person who requests or receives from the Purchaser a commitment providing for the United States to insure or guarantee a loan shall file with the Purchaser a statement, set forth in Attachment C, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of the Purchaser, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- e. Each person who requests or receives from the Purchaser a commitment providing for the United States to insure or guarantee a loan shall file with that Purchaser a disclosure form, set forth in Attachment C, if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of the Purchaser, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

## **26. Safe Operation of Motor Vehicles**

### **Seat Belt Use**

The contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the Purchaser.

### **Distracted Driving**

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

## **27. School Bus Operations**

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 CFR § 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f)
- b. FTA regulations, “School Bus Operations,” 49 CFR § 605
- c. Any other Federal school bus regulations

When operating an exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

## **28. Seismic Safety**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation (DOT) Seismic Safety Regulations 49 CFR § 41 and will certify compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, complies with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## **29. Substance Abuse Requirements**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR § 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR § 655 and review the testing process. The Contractor agrees further to certify annually its compliance with 49 CFR § 655 and to submit the Management Information System (MIS) reports to the Purchaser.

## **30. Termination Provisions**

### **Termination for Convenience (General Provision)**

The Purchaser may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Purchaser's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Purchaser to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Purchaser, the Contractor will account for the same, and dispose of it in the manner the Purchaser directs.

### **Termination for Convenience**

The Purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the Purchaser's interest. If this contract is terminated, the Purchaser shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

### **Termination for Default**

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of the Purchaser's goods, the

Contractor shall, upon the direction of the Purchaser, protect and preserve the goods until surrendered to the Purchaser or its agent. The Contractor and the Purchaser shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Purchaser.

#### **Opportunity to Cure**

The Purchaser, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor 60 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions may apply.

If the Contractor fails to remedy to the Purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the period specified in the Notice of Termination, after receipt by Contractor of written notice from the Purchaser setting forth the nature of said breach or default, the Purchaser shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Purchaser from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

#### **Waiver of Remedies for any Breach**

In the event that the Purchaser elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by the Purchaser shall not limit the Purchaser's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### **31. Veterans Hiring Preference**

Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **32. Violation and Breach of Contract**

#### **Rights and Remedies of the Purchaser**

The Purchaser shall have the following rights in the event that the Purchaser deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as Purchaser for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

For purposes of this Contract, a breach shall include:

#### Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by monetary damages for any breach of this Contract, which may be committed by the Purchaser, the Contractor expressly agrees that no default, act or omission of the Purchaser shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Purchaser directs Contractor to do so) or to suspend or abandon performance.

#### Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Purchaser will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Purchaser takes action contemplated herein, the Purchaser will provide the Contractor with sixty (60) days written notice that the Purchaser considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

#### Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of the Purchaser. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchaser authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchaser's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending the final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Purchaser's direction or decisions made thereof.

#### Performance during Dispute

Unless otherwise directed by the Purchaser, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

#### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Purchaser and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Purchaser is located.

#### Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Purchaser or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



**Appendix A, 49 CRF PART 20**  
**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]*

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

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*Signature of Proposer or Proposer's Authorized Agent*

*Date*

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*Printed Name*

*Title*

---

*Name of Individual, Partnership or Corporation*

**Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion - Lower Tier Covered Transactions**

**Instructions for Certification**

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
2. To the best of its knowledge and belief, its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    1. Debarred
    2. Suspended
    3. Proposed for debarment
    4. Declared ineligible
    5. Voluntarily excluded
    6. Disqualified
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    2. Violation of any Federal or State antitrust statute, or,
    3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses listed in the preceding subsection 2.b of this Certification
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA
  - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    1. Equals or exceeds \$25,000
    2. Is for audit services
    3. Requires the consent of a Federal official

g. It will require that each covered lower-tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower-tier participant in its Project is not presently declared by any Federal department or agency to be:
  - (i) Debarred from participation in its federally funded Project,
  - (ii) Suspended from participation in its federally funded Project,
  - (iii) Proposed for debarment from participation in its federally funded Project,
  - (iv) Declared ineligible to participate in its federally funded Project,
  - (v) Voluntarily excluded from participation in its federally funded Project, or
  - (vi) Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first-tier Subrecipients or its ThirdParty Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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*Signature of Proposer or Proposer's Authorized Agent*

*Date*

---

*Printed Name*

*Title*

---

*Name of Individual, Partnership or Corporation*

## CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;  
**or**
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

---

*Signature of Proposer or Proposer's Authorized Agent*

*Date*

---

*Printed Name*

*Title*

---

*Name of Individual, Partnership or Corporation*

---

*Individual, Partnership or Corporation Address*

REQUEST FOR DEVIATIONS, APPROVED EQUALS, OR EXCEPTIONS FORM

SGRC Regional Transit Service Proposal #24-01

RFP Section: \_\_\_\_\_

RFP Page Number: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Please provide description of request for deviation, approved equal or exception:

\_\_\_\_\_  
*Proposer Name:*

\_\_\_\_\_  
*Proposer Title*

\_\_\_\_\_  
*Proposer Signature*

\_\_\_\_\_  
*Date*

FOR SGRC USE ONLY

☐ Approved      ☐ Denied

Comments:

## ANTI-BOYCOTT DIVESTMENT AND SANCTIONS AGAINST ISRAEL CERTIFICATION

Proposer certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of the resulting Contract.

Form requirements:

This certification is required by O.C.G.A. § 50-5-85.

This form is required to be attached to all Contracts (services), regardless of whether Contract requires the creation of a Purchase Order.

Pursuant to O.C.G.A. §50585, the state shall not enter into a contract with a total value of \$1,000 or greater with an individual or company if the contract is related to construction or the provision of services, supplies, or information technology unless the contract includes written certification that such individual or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

Company Name:

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Street Address:

---

City, State and Zip

---

Phone Number:

---

---

Printed Name of Authorized Representative

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Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

## AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by SGRC in verification of the recitals comprising this Statement of Proposer's Qualifications that I, being duly sworn deposes and says that the answers to the foregoing questions and all statements contained and true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name of Individual, Partnership or Corporation

\_\_\_\_\_  
Signature of Proposer or Proposer's Authorized Agent

State of \_\_\_\_\_ County of ( \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

## SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91 (b)(3)

By executing this 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 Southern Georgia Regional Commission on behalf of the Georgia Department of Human Services 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 for the physical performance of services in satisfaction of such contract only with 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 that a sub-subcontractor has received an affidavit from any other contracted subcontractor, the undersigned subcontractor must forward, within five business days a receipt, a copy of the 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 Contractor

**Southern Georgia Regional Commission Regional Transit System**

Name of Project

**Southern Georgia Regional Commission**

Name of Public Employer

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

Executed on: \_\_\_\_\_, \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires:



## PROPOSER CERTIFICATIONS O.C.G.A. sect 45-10-20– CONFLICT OF INTEREST

This document must be fully completed, signed by an authorized representative of the Proposer, notarized and submitted with the Proposer's technical proposal.

1. I certify that, if awarded a contract, the Proposer will deliver goods and services, which will meet or exceed the specifications set forth in this RFP, the Proposal and the terms of the final contract between the Proposer and TRRC.
2. I certify on behalf of the Proposer that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services and is in all respects, fair and without collusion or fraud. I understand that collusive behavior surrounding formal solicitations is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for the Proposer.
3. I certify that the Proposer has not violated and will not violate the provisions of the Official Code of Georgia Annotated, Section 45-10-20 et. seq.
4. I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, services, or equipment and is in all respects, fair and without collusion or fraud. I understand collusive behavior surrounding formal solicitations is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal for the Proposer.

---

*Company Name*

---

*Proposer Name*

---

*Proposer Title*

---

*Proposer Signature*

---

*Date*

## AGREEMENT TO ADHERE TO DEPARTMENT OF HUMAN SERVICE STANDARDS

Proposers are to initial their acknowledgement of the DHS service stands on each line.

Proposer must have at least three (3) years continuous experience in providing transportation services to beneficiaries and customers who are within the scope of this RFP.

Proposer must meet the minimum insurance requirements as specified in this RFP.

Proposer has reviewed and will comply with the DHS Transportation Manual. The manual can be viewed by going to:  
<http://odis.dhs.ga.gov/ViewDocument.aspx?docId=3004844&verId=1>

The Proposer will provide the legal form of its business organization, the state in which incorporated (if a corporation) and the office location that will be the point of contact during the term of any resulting contract. In addition, the Proposer will upload an organization structure chart, including the reporting relationships relevant to this RFP.

All evidence of financial stability required by the State to ensure the Proposers viability must be in the name of the Proposer submitting the proposal.

Proposer has reviewed and will comply with the State Management Plan and Administrative Application Package for Transportation for Elderly Persons and Persons with Disabilities. The plan can be viewed by going to:  
[http://oig.georgia.gov/sites/dhs.georgia.gov/files/imported/DHR/DHR\\_CommonFiles/8%20-%2005.16.2012.5310-SMP&APPLICATIONPACKAGE-FFY2012%20SFY2013\\_1.pdf](http://oig.georgia.gov/sites/dhs.georgia.gov/files/imported/DHR/DHR_CommonFiles/8%20-%2005.16.2012.5310-SMP&APPLICATIONPACKAGE-FFY2012%20SFY2013_1.pdf)

Proposer shall ensure that vehicle maintenance and repair technicians are familiar with the vehicle and will ensure that the manufacturer's scheduled maintenance recommendations are performed on all vehicles assigned to this contract. The Proposer will also ensure that an "Annual Safety Inspection" form (Reference Appendix 20 in DHS Transportation Manual) is completed annually for all vehicles assigned to this contract. The Proposer will further certify compliance with state and federal laws, rules and regulations, ADA regulations and any specifications identified in the RFP, as well as licensing requirements and safety standards of the Georgia Department of Public Safety.

The Proposer must make maintenance records for all vehicles assigned to this contract available to the Regional Transportation Staff for review as required.

Proposer must maintain updated internet accessibility and an updated Microsoft Windows operating system, both within the last two released versions, in order to be able to properly access and utilize a web-based trip ordering system.

Transportation services under any resulting contract must be made available by the awarded Proposer twenty-four (24) hours a day, seven (7) days a week. Reference Section C in DHS Transportation Manual.

- \_\_\_\_\_ The Proposer shall be solely responsible for the personal conduct of all employees/sub-contractors performing under any resulting contract. The Proposer shall list the names, addresses, phone number and email addresses of all subcontractors that will provide transportation services under any resulting contract.
- \_\_\_\_\_ Proposer has read and understands the Division of Aging, Senior Centers Delivery Standards; Department of Behavioral Health and Developmental Disabilities Service, Division of Family and Children Services Service, and Georgia Vocational Rehabilitation Agency Requirements service standards and requirements. (See DHS Manual)
- \_\_\_\_\_ Proposer must provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm/company as follows: a. If a public company, the Proposer must provide its most recent audited financial report. b. If a private company, the Proposer must provide a copy of the most recent internal financial statement and a letter from its financial institution on the financial institution's letterhead stating the Proposer's financial stability.
- \_\_\_\_\_ Proposer must disclose any history (past 5 years) of contract non-compliance with a State Entity, including poor past or current contract performance or sanctions, where applicable. Proposers that have been sanctioned, within the last five years, because of non-compliance will be eligible to apply; however, a detailed explanation of the events(s), as well as the current status must be submitted, if applicable. Where not applicable, a general statement stating "such" must be completed and successfully submitted.
- \_\_\_\_\_ Proposer must provide a detailed outline, using: Vehicle Maintenance Program (max 3 pages), of their vehicle maintenance procedures.
- \_\_\_\_\_ Proposer must outline their process for ensuring all drivers are properly trained according the training requirements outlined in Section E in the DHS Transportation Manual.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date

## SMALL OR MINORITY BUSINESS FORM

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Can your company be classified as a **SMALL BUSINESS** by the following definition?

- **Small Business** – as per OCGA § 50-5-121 means a business which is independently owned and operated and:  
       \_\_\_\_\_ (A) Tier One: has ten or fewer employees or \$1 million or less in gross receipts per year; or  
       \_\_\_\_\_ (B) Tier Two: has 100 or fewer employees or \$10 million or less in gross receipts per year; or  
       \_\_\_\_\_ (C) Tier Three: has 300 or fewer employees or \$30 million or less in gross receipts per year.

\_\_\_\_\_ **No**

\_\_\_\_\_ **Yes** - if Yes, please check the category above that applies to your business.

Can your company be classified as a **MINORITY OWNED BUSINESS** by the following definition?

- **Minority Owned Business** – means a business that is owned or controlled (51% or more) by one or more minority persons.

Minority - means an individual who is a member of a race which comprises less than 50% of the total population of the state.

Minority Business Enterprise - means a small business which is owned and controlled by one or more minorities and is authorized to do and is doing business under laws of the state, paying all taxes duly assessed, and domiciled within this state.

Owned and Controlled - means a business which is at least 51% owned by one or more minorities or, in the case of a publicly owned business, at least 51% of all classes or types of stock is owned by one or more minorities; **AND** whose management and daily business operations are controlled by one or more minorities.

Please indicate below if your firm is owned or controlled and operated by one of the minorities listed.

\_\_\_\_\_ African American                      \_\_\_\_\_ Asian American                      \_\_\_\_\_ Native American  
 \_\_\_\_\_ Pacific Islander                      \_\_\_\_\_ Hispanic/Latino

Are you a certified DBE vendor? \_\_\_\_\_

Are any of your suppliers Minority and/or small business enterprises? \_\_\_\_\_

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### Ownership

American Citizen                      YES (   )                      NO (   )

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## ADDENDA ACKNOWLEDGMENT

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Proposer: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project ID: \_\_\_\_\_

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Addendum No. \_\_\_\_\_, Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_/\_\_\_\_/\_\_\_\_

*Failure to acknowledge may cause the bid to be considered not responsive*

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I acknowledge receipt of all above listed addendums.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_