

REQUEST FOR PROPOSALS (RFP) FOR THIRD PARTY OPERATION OF TRANSIT SERVICE FOR Southern Georgia Regional Commission

NOTICE TO PROPOSERS

Southern Georgia Regional Commission (SGRC) invites proposals for a service provider for the operation of its Section 5311 public transit service and contract Georgia Department of Human Services (DHS) Coordinated Human Services Transportation services for a one-year period, with an option at the discretion of SGRC to extend for four (4) additional years. This public transit service is a federal and state subsidized service through 49 USC Section 5311, Federal Transit Administration Other than Urbanized Areas Transit Fund Program as well as other state and federal funding sources. Copies of the Request for Proposal (RFP) document may be obtained from:

<https://www.sgrc.us/rfps.html>

Southern Georgia Regional Commission
c/o Megan Fowler, Transit/Mobility Coordinator
1937 Carlton Adams Drive
Valdosta, Georgia 31601
mfowler@sgrc.us
229-333-5277

The SGRC seeks proposals from qualified firms or organizations (public, private, non-profit) with experience in all aspects of public transportation administration, planning, management, operations and vehicle maintenance, and coordination with city, county, regional, state, and federal agencies.

The RFP includes the Terms and Conditions and Technical Specifications defining the requirements of the SGRC Regional Transit System and identifies all significant evaluation factors, listed in descending order of importance.

An evaluation committee will consist of representatives with sufficient technical expertise to adequately address and evaluate proposals received.

The RFP is publicly advertised and issued to all requesters.

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 SGRC Transit RFP – Technical Proposal and Response to SGRC 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.

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.

This procurement process shall also conform to the procurement requirements of DHS.

Public opening of bid of proposals will be held. **The SGRC will open the proposals at 4:00 PM local time at the SGRC offices (1937 Carlton Adams Drive, Valdosta, GA 31601) ON MARCH 19, 2021** and will distribute the proposals to the evaluation committee for review.

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.

PROSPECTIVE PROPOSERS MAY SUBMIT QUESTIONS CONCERNING THE PROPOSAL. QUESTIONS MUST BE SUBMITTED BY, MARCH 10, 2021 5:00 PM LOCAL TIME. QUESTIONS MUST BE SUBMITTED IN WRITING. EMAIL SUBMISSION OF QUESTIONS IS PREFERRED. QUESTIONS SHOULD BE DIRECTED TO:

Megan Fowler
Transit/Mobility Coordinator
1937 Carlton Adams Drive
Valdosta, Georgia 31601
mfowler@sgrc.us
229-333-5277

Response to Questions:

A response to questions received in writing will be posted as an addendum to the RFP to the SGRC RFP website (<https://www.sgrc.us/rfps.html>). **All Responses will be posted no later than 5:00 PM local time on March 11, 2021.** Only a written addendum to the RFP shall change the RFP language. The SGRC shall not be responsible for oral interpretations.

ALL PROPOSALS MUST BE RECEIVED BY 4:00 PM, LOCAL TIME ON FRIDAY, MARCH 19, 2021. NO PROPOSALS SHALL BE ACCEPTED AFTER THIS TIME AND DATE.

All correspondence and sealed proposals shall be directed to:

Megan Fowler
Transit/Mobility Coordinator
1937 Carlton Adams Drive
Valdosta, Georgia 31601

One (1) original and five (5) hardcopies, and one (1) digital copy of the proposal should be submitted to SGRC for review. The SGRC will not be responsible for any costs incurred by Proposers in response to this Request for Proposals (RFP).

REQUESTS FOR EXCEPTIONS, DEVIATIONS OR APPROVED EQUALS TO THE REQUEST FOR PROPOSALS AND/OR SPECIFICATIONS MUST BE SUBMITTED TO Megan Fowler (mfowler@sgrc.us) NO LATER THAN 4:00 PM, LOCAL TIME, ON MARCH 12, 2021.

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.

INTRODUCTION

The SGRC has chosen to initiate an RFP for the operation of rural public transit service, tentatively to begin operation on or after July 1, 2021. 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), and DHS policies, standards, and procedures.

The proposed transit service will be designed to operate as both a rural Section 5311 program and a DHS transit service. Rural public transit services will be provided in the following 14 counties: Atkinson, Bacon, Berrien, Brantley, Brooks, Charlton, Coffee, Cook, Irwin, Lowndes, Pierce, Tift, Turner, and Ware.

DHS Coordinated Human Services Transit 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.

Proposers may at their own option submit a bid (for both 5311 public transit and DHS transit services) for all counties or any combination of the above counties. For example, a proposer may desire to submit

only for the counties of Bacon, Coffee, Ben Hill (not participating in public), and Atkinson Counties, this means if this proposal is accepted the proposer must provide both 5311 public transit (excluding any counties not participating in 5311 public transit) and DHS transit services in those counties.

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 TPO) 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 XX vehicles with XXX public trips and XXXX DHS trips. 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.

SCOPE OF WORK

General

The SGRC is seeking an outside TPO or firm to provide the operation of its public transportation and DHS transportation services as SGRC Transit (or other name yet to be determined), under the direction of the SGRC Transit Manager. The scope of this project includes the provision of additional vehicles to support DHS transportation, all vehicle operators (drivers), maintenance and cleaning of vehicles, supervision of services, dispatching of vehicles, administrative and customer service functions, marketing and promotion, management oversight, and coordination with SGRC, GDOT, DHS and Human Service Provider staff to support trip ordering and delivery as well as to support grants management functions, transit service enhancements or service modifications.

It is the intent of this RFP to select one or more TPOs who will be paid on either a service hour, service mile, or trip basis (TPO will note which is most advantageous and preferred for them) with all revenues

including passenger fares and human service agency contracts retained by the SGRC. TPOs will be required to execute one contract with the SGRC.

The initial contract term will be for the period beginning on or after July 1, 2021 through June 30, 2022. The contract will have options to review for four (4) additional one (1) year contract periods with a contract period of July 1 to June 30 of each year at the sole discretion of the SGRC.

The annual renewal of the contract shall be based on the availability of funds and successful contract performance in the preceding year. Contract award will be acknowledged by the issuance of a Notice to Award. Renewals will be accomplished through the issuance of Notice to Award Amendments. Renewals are contingent upon the completion of renewal criteria, including but not limited to: updated proposal information, costs analysis information, favorable evaluations from passengers, and approval for renewal by the SGRC Executive Director. The Contracts resulting from this RFP are contingent upon the SGRC receiving from GDOT for the Section 5311 Public Transportation Program as well as funds from DHS for the Coordinated Human Services Transportation Program.

The proposer should be familiar with the following manuals and resources:

- 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.pdf>
- 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>

The following is a description of the key service policies and practices relative to the transit service to be provided:

Service Description

- Provide public transit services to citizens within SGRC area;
- Coordinate with human service transportation programs within SGRC area;
- Receive and monitor telephone calls from potential passengers, dispatch trips, and offer referral services to outside transportation providers (ex: ModivCare) when necessary;
- Provide day to day oversight for the overall transportation system;
- Meet all reporting requirements in both the 5311 and DHS programs; and
- Deliver a provision of services in a manner to guarantee a high level of quality assurance.

Service Area.

SGRC Transit will provide a demand response service model and will have no fixed routes.

The service area is to include the counties in the SGRC area as follows:

- Rural public transit services will be provided in the following 14 counties: Atkinson, Bacon, Berrien, Brantley, Brooks, Charlton, Coffee, Cook, Irwin, Lowndes, Pierce, Tift, Turner, and Ware.
- DHS Coordinated Human Services Transit 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 Days and Hours.

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 8am and 5pm, Monday to Friday.

Observed holidays are as follows:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day-After Thanksgiving
- Christmas Eve
- Christmas Day

Department of Human Services 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).

TPO Service Delivery Innovation

The TPO will be encouraged to develop innovations that promote efficiencies and the overall delivery of rural public transit services throughout the region to those that need these services most. The TPO is encouraged to optionally recommend innovations that promote access to jobs, healthcare and education as a part of the RFP and throughout the life of the contract as they might arise.

Vehicles

The SGRC currently has a fleet of vehicles listed in Exhibit B.

Customer Service and Communication Information

The TPO shall provide for all telephone communications and radio communications between in-vehicle and the office. TPO shall ensure that adequate staff is assigned to answering these phone lines in a professional and courteous manner and are able to give accurate information to the public about the service and to take, record, and transmit requests to accommodate people with disabilities. Translation service into Spanish and other languages must also be provided on request. A separate (TDD) or other accommodation for hearing impaired persons shall also be provided by the TPO.

Scheduling Software.

Scheduling and dispatch software are mandated by GDOT. GDOT provides tablets and the dispatch software (currently QRyde) for the 5311 vehicles. DHS provides service ordering software to purchase services for DHS clients (currently TRIP\$). A process has been developed to transfer the trip orders from TRIP\$ into QRyde. The use of QRyde is required to submit data to GDOT for reporting to the National Transit Database. The TPO will be responsible for securing and maintaining TPO staff computers for the transit services including access to the GDOT and DHS systems.

Current Fares.

The TPO is responsible for collecting general public fares. Currently the fare structure used in most of the counties in the SGRC area is as follows:

- One way - \$3.00 up to 10 miles, plus \$0.50 per mile over 10 miles

The TPO may propose a new fare structure as part of the proposal, keeping in mind that a majority of clients served are likely to have low incomes.

Ridership and Operational Data.

Annual passenger trips and vehicle miles for the transit service for the most recent year are shown in Exhibit C. These numbers 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 TPO. SGRC at its option will establish the number of daily, monthly, and annual service hours to be operated based upon the available funding. Payments to the TPO will be restricted to the budgeted hours/miles/trips and funding included in the annual contract. Without prior written permission approved by the SGRC, the TPO will not operate any service hours above the approved contract limits. All revenues, including passenger revenues and DHS revenues received from services provided on the 5311 vehicles or vehicles leased for the 5311 services will be the property of SGRC.

Service Hour Definition.

A service hour is the time when a vehicle and driver has departed from the operating base and is available for transporting passengers. A service hour may include deadheading time to and from parking locations but does not include any time where a vehicle is not available due to equipment defect or being transported for maintenance, or when a driver is not being paid, such as lunch breaks. Contemporaneous driver manifests must be provided with invoices to document service hours. Breaks in service time greater than 30-minutes will not be paid.

Contract Turnover Procedure.

Upon termination of the contract, the TPO shall follow the procedure provided in Exhibit D 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.

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

Price Negotiation.

Following selection of the proposed contractor, SGRC may negotiate the price proposal to add or delete cost elements.

TPO Responsibilities.

The TPO shall, under specific terms and conditions, provide services as directed by the SGRC. The TPO shall be responsible for the following:

Facility.

The successful TPO 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 TPO. SGRC in cooperation with the TPO and participating local jurisdictions will work to provide secure bus parking at locations throughout the region if needed.

Vehicles.

The SGRC will provide to the TPO the vehicles as listed in Exhibit B. Additionally, the TPO is required 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.

Fleet Management.

The TPO shall have sole responsibility for preventative maintenance, repair, and cleaning of all vehicles. The TPO shall provide a vehicle maintenance program, including preventative maintenance. The TPO shall ensure vehicle maintenance is performed so that sufficient numbers of vehicles are available to properly provide service at all times. The TPO shall properly document all preventative maintenance, repairs, and cleaning and allow for the inspection of such documentation by the SGRC upon demand. Preventative maintenance inspections must be regularly accomplished at intervals that meet or exceed all applicable state or federal requirements and the manufacturer's recommended standards, procedures, and intervals. The TPO shall provide to the SGRC 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 TPO 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 TPO's personnel in getting vehicles to/from and during inspections shall be the TPO's expense. All costs associated with correcting identified vehicle deficiencies shall be at the TPO's expense.

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

Prior to beginning service, the TPO shall provide to the SGRC an updated fleet maintenance plan documenting the TPO'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 TPO to the SGRC no later than the tenth day of the following month.

Staffing and Supervision.

The TPO 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 TPO's proposed cost per unit. To ensure the highest quality of service the SGRC requires that the TPO meets the minimum staffing requirement included in Table 2, if the TPO is unable to meet these requirements, the proposal shall explain how the TPO is structured differently and how they plan to address these requirements with a different staffing structure. The TPO shall hire and properly train an on-site General Manager located in the SGRC region, who has overall responsibility for managing the transit service program efficiently and effectively. The TPO's General Manager shall be regularly accessible to SGRC Transit Manager to deal with daily operational issues and to resolve policy issues. The on-site General Manager shall be the point of contact for communication between the SGRC Transit Manager and the TPO regarding aspects of the service and its management. The TPO shall maintain a Supervisor on-duty and accessible during all hours that transit service is in operation. The TPO shall also provide an emergency contact person to the SGRC for unforeseen circumstances outside normal service

operating hours. The call center and TPO office shall also be staffed by knowledgeable and courteous customer information personnel. The TPO shall be responsible for provision of service in a safe, efficient, and effective manner.

Dispatching shall be carried out in a manner which maximizes the productivity of service, while meeting the standards for service quality established by the SGRC. In assigning drivers to transit service, the TPO shall ensure that all transit service drivers meet the minimum requirements to comply with GDOT, DHS, and FTA.

The SGRC shall have no liability or obligation to the TPO or the TPO's employee who by reason of his/her motor vehicle record or any other reason is removed from the SGRC's transit service program.

Table 2: Minimum-Staffing Requirements

Position	Responsibility	Minimum Required
General Manager	Primary contact for the SGRC, Responsible for management of Operations and Maintenance managers	1
Operations Manager	Responsible for day to day training and management of dispatchers and drivers	1
Maintenance Manager	Responsible for Day to day management of vehicle and facility maintenance not provided by the SGRC. Must be SAE Certified	1
Mechanic	(must be SAE certified mechanics)	2
Porter/Utility		1
Dispatcher/Scheduler		3
Drivers		TBD by TPO

TPO Driver Responsibilities,

The primary responsibility of the TPO's drivers shall be the safe operation of vehicles and safe transport of transit service customers. The TPO shall take all necessary steps to ensure that drivers and other TPO employees are properly trained and proficient with respect to all elements of safety in the operation of vehicles and transport of passengers. Driver responsibilities include but are not limited to the following:

- Conducting a proper pre-trip inspection of the vehicle prior to leaving the TPO's facility and documenting the inspection.
- Wearing seat belts at all times while vehicles are in operation.
- Ensuring that passengers are encouraged to wear seat belts where available at all times while vehicles are in operation.
- Using the highest degree of care in loading, unloading, and securing all wheelchairs, scooters and other passenger accessibility devices.
- Properly assisting all passengers with safe entry and exit from the vehicle.
- Driving safely and displaying proper respect and courtesy to other motorists, bicyclists or pedestrians.
- Obeying and following all traffic laws and regulations at all times.
- Not driving any transit service vehicle while under the influence of alcohol or drugs.
- Reporting all vehicle or passenger accidents immediately to the TPO's dispatcher.

- Not leaving the scene of any vehicle or passenger accident without the permission of proper authorities and/or the TPO's dispatcher.
- Utilizing all safety and emergency equipment properly and at appropriate times.
- Having valid driver's license and Department of Transportation (DOT) medical exam in possession at all times while operating TPO's vehicle.
- Reporting road calls to the TPO's dispatcher promptly.
- Treating all passengers and the general public with courtesy and respect at all times.
- Respect all of the transit system and use best efforts to keep tensions low and ensure safety at all times when dealing with difficult users or situations.
- Having good knowledge of the service area to ensure efficient and effective service.
- Collecting proper fares from all passengers.
- Notifying the TPO's dispatcher prior to leaving a scheduled pickup if the customer is a no-show.
- Legibly recording actual pickup and drop-off times on the daily driver manifest as well as actual mileage, no shows, cancellations, and any other pertinent data.
- Wearing official uniforms in a neat and appropriate manner.
- Properly identifying themselves to customers upon request.
- No eating, drinking, smoking or playing loud music while operating a vehicle.
- Providing for customer comfort by keeping the vehicle interior at comfortable temperatures at all times.
- Not entering any customer's home or other private residence at any time.
- Turning the vehicle engine off and removing the keys from the ignition and carrying them on the driver's person in the event the driver has to leave the vehicle.
- Allowing ambulatory passengers to use the wheelchair lift upon request of the passenger.

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 and GDOT required information.

Fare Collection.

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

Billing.

The TPO shall invoice the SGRC monthly utilizing a format that includes the information on the invoice template in Exhibit L. The invoice shall include enough information to meet the reporting and billing requirements of both GDOT and DHS. All invoices shall be timely and correct. TPO shall use Exhibit L for billing purposes. 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.

Documentation of Service Provided and Maintenance of Financial and Operating Records.

The TPO shall be responsible for completing and submitting to the SGRC certain forms as designated by the SGRC including, but not limited to: monthly operating data, and any other reasonable data as requested by the SGRC according to requirements of the Federal Transit Administration's (FTA's) National Transit Database, GDOT and DHS. Such data shall be submitted to the SGRC as follows:

- **Monthly Operating and Financial Data.**
No later than five (5) days following the end of a calendar month, the TPO shall deliver to the SGRC, monthly operating & financial data including the following for each service mode: total passenger trips carried, total miles, total hours, total road calls, total collision accidents, missed trips, revenue hours operated along with an invoice, and a profit and loss statement for services provided under the resulting contract.
- **National Transit Database Data.** The TPO 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.
- **Vehicle Maintenance Records.** The TPO 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 TPO shall allow the SGRC to review such records immediately upon request.
- **Drug and Alcohol Testing Records and Data.** The TPO shall fully document all testing records in full compliance with the current FTA and 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 TPO shall allow the SGRC to review such records immediately upon request. The TPO 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.
- **Training Records.** The TPO shall maintain records of all employee training and allow the SGRC to review such records immediately upon request. The TPO 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 TPO's expense.
- **Directly Billed Costs.** Financial records including supporting documents such as requisitions and invoices for directly billed costs shall be retained for three years following the payment of the final invoice.

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.

Right of Entrance on TPO Occupied Property,

The TPO shall permit and allow any and all duly authorized SGRC employees or representatives to enter upon any part of the TPO'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 TPO shall instruct its drivers to allow SGRC personnel and official representatives to have right of entry on vehicles upon showing proper identification.

Training.

The TPO 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 TPO. At a minimum, all TPO employees shall be trained as follows:

- Prior to operating any vehicles for the SGRC's transit service, each TPO driver shall complete the following training: basic class in first aid; driver sensitivity training with respect to meeting the needs of persons with disabilities; passenger assistance techniques or comparable training; drug and alcohol awareness training, blood-borne pathogens training; National Safety Council defensive driving course or comparable class as approved by the SGRC in advance.
- Upon hiring, provide reasonable suspicion for drugs and alcohol training for all Dispatchers and supervisors.

Insurance Requirements.

The TPO shall be required to maintain at its expense at all times during the duration of the resulting contract the following insurance coverage:

- Workers Compensation and Employer's Liability. Workers Compensation and Employer's Liability Insurance shall be maintained at the minimum levels required by the State of Georgia.
- Comprehensive General Liability. The TPO shall provide and maintain comprehensive general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of \$3,000,000 combined single limit for any one occurrence.
- Automobile Liability. The TPO shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of \$5,000,000 for any one occurrence.
- Collision and Comprehensive. The TPO shall provide and maintain collision and comprehensive physical damage coverage with a maximum of \$2,000 deductible on all revenue and non-revenue vehicles used by TPO or under TPO's care, custody or control. Coverage shall be in an amount acceptable to the SGRC but in no event less than replacement cost coverage that would be sufficient to replace damaged or totaled vehicles with vehicles of the same or similar functionality.

All insurance coverage required to be maintained or provided by the TPO must be with Insurance companies licensed and admitted by the State of Georgia with a minimum A.M. Best Rating Services rating of A-. All comprehensive general liability, automobile liability, collision and comprehensive policies must name GDOT, DHS?, and the SGRC as additional insureds. Certificates of insurance for all the above-listed coverages shall be submitted to the SGRC on an annual basis and when carriers or coverage limits change.

All insurance costs shall be at the expense of the TPO. Failure to maintain all insurance coverages for the duration of the project as listed above may result in immediate termination of contract.

Accident/Incident Reporting.

All accidents involving a transit service vehicle or that result in any personal injury to passengers, drivers or the general public or that result in damage to transit service or other vehicles and/or other property, regardless of severity, shall be reported verbally or by phone or fax or electronic mail to the SGRC Transit Manager immediately. A complete written report in compliance with applicable state and federal requirements shall be forwarded to the SGRC Transit Manager providing details within twenty-four (24) hours of the accident. The TPO 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.

- 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.

TPO shall review regularly and adopt policies and process that support the full implementation of GDOT and DHS accident/incident reporting requirements.

Safety and Security.

The TPO 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 TPO 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", as appropriate, and the DHS Transportation Manual, as appropriate.

Drug and Alcohol Testing.

The TPO shall establish and maintain effective procedures for pre-employment, random, self-reporting, post-accident, reasonable suspicion and follow-up drug and alcohol testing of all safety sensitive employees in full accordance with regulations as promulgated by the U.S. Department of Transportation, FTA ,and/or GDOT, and/or DHS, as amended. This shall also include regulations relative to the Drug Free Workplace Act.

- As an employer, the TPO is responsible for meeting all applicable requirements and procedures of the U.S. DOT and FTA and for all actions of its officials, representatives, and agents. The TPO's good faith use of a service agent is not a defense in an enforcement action initiated by a DOT agency in which TPO non-compliance may have resulted from a service agent's conduct. All costs associated with compliance with all aspects of drug and alcohol testing regulations and the Drug Free Workplace Act are the full responsibility of the TPO.

Driver Uniforms.

The TPO shall ensure that all its drivers are required to wear a neat and clean uniform, the design of which shall be approved by the SGRC. Costs for all uniform items shall be at the expense of the TPO.

Customer Complaints.

The TPO shall report customer complaints to the SGRC Transit Manager within twenty-four (24) hours of receipt, including the date and time of complaint, name of person lodging the complaint and their contact information, and the nature of the complaint. The TPO shall thoroughly investigate each complaint and provide a written response to the SGRC no later than seventy-two (72) hours from receipt of complaint. The TPO shall endeavor to resolve substantiated complaints so as to avoid repeat complaints of a similar nature. In the event of complaints of an especially serious or grievous nature, the SGRC may require written documentation of complaint resolution from the TPO including investigation findings, and steps taken to correct any problems resulting from actions of the TPO's employees. The TPO shall forward in writing to the SGRC within twenty-four (24) hours any complaints it may directly receive from a transit service customer along with a description of its action(s) to resolve the complaint. Failure to resolve substantiated complaints to the reasonable satisfaction of the SGRC may subject TPO to liquidated damages.

For all DHS clients, the TPO shall report all complaints to the SGRC in the timeline and manner that follows DHS policy. All Title VI and ADA complaints must be forwarded to the SGRC's Title VI and ADA Officers for investigation. All DHS and GDOT policies for complaints must also be followed.

Missed Service.

The TPO is responsible for successfully completing and carrying out all scheduled service in a timely manner. The TPO shall report to the SGRC Transit Manager scheduled service missed for any reason. Decisions about suspension of service in bad weather or for other emergency reasons shall be done in consultation with the SGRC Transit Manager and confirmed in writing. Excessive missed service may subject TPO to poor performance penalties.

Incidental Use and Storage of Transit Service Vehicles.

The TPO 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.

Marketing.

The TPO is responsible for all marketing and promotion of transit service. The TPO is encouraged to optionally describe in the proposal generally what a marketing and promotion ideas they might have that would encourage use of and awareness of this new regional public transit system. This includes development, production and distribution of all literature (ex. advertising materials and riders guide) and other promotional materials. The TPO shall cooperate with the SGRC's marketing activities. The SGRC shall approve all marketing materials and efforts done by the TPO prior to their release.

The SGRC shall also 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.

Fuel.

The TPO is responsible for all fuel purchases. To facilitate fuel purchases, SGRC may make Wright Express fuel cards available to the TPO upon written request, and will deduct the actual cost of fuel purchased from monthly invoices. When Wright Express stations are not available, the TPO must procure fuel from other stations located within the service area without unnecessary travel that could impact on time performance.

Vehicle Tracking System.

The TPO 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.

Policy Updates.

The TPO 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.

Performance Monitoring.

The SGRC shall periodically monitor TPO's performance relative to on-time performance, preventative maintenance adherence, missed passenger trips, availability of safety and accessibility equipment on vehicles, adherence to recordkeeping requirements, customer complaints, vehicle appearance, driver appearance, completion of daily manifests by drivers, functionality of vehicle heating and air conditioning, availability of vehicle communications equipment, and other performance categories. Such monitoring shall be used by the SGRC to determine if the TPO is meeting performance standards included in this RFP and resulting 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.

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 following

tables, 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.

Table 3: Categories of 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 95% of time	Failure to maintain at least a 95% 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 95% on time maintenance and repair may result in termination of equipment lease agreement, and excessive failure to maintain ADA equipment and safety devices 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. Excessive and repeat offenses may result in termination of contract.
6	Data Requirements	TPO must submit monthly operating data as outlined in RFP to SGRC not later than 20 calendar days following end of month	Failure to submit data by the 20th 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 1.5 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 public demand response portion of the monthly invoice if public demand response performance exceeds 2.0 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.

Local Matching Funds

The TPO is responsible for securing additional FTA grant required local match contribution for the SGRC's public transit program. The TPO must certify as its ability to secure the required additional 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.

SGRC RESPONSIBILITIES

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

Transit Manager.

The SGRC shall appoint a Transit Manager who shall serve as the TPO's point of contact and the person responsible for overseeing the TPO's performance. The Transit Manager shall be responsible for addressing all media inquiries, etc. pertaining to the service.

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 TPO's On-Site Manager shall attend these meetings and/or public hearings and participate in them as appropriate.

Payment of Invoices.

The SGRC shall review monthly invoices submitted by the TPO 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 TPO will be restricted to the budgeted, agreed upon unit cost and funding included in the annual contract. The SGRC shall pay approved TPO invoices, as adjusted, within thirty (30) days of payment receipt from GDOT and/or DHS (meaning some invoice reimbursements may be paid in two installments).

Performance Monitoring.

The SGRC is responsible for monitoring the performance of the TPO and the TPO'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.

RFP SCHEDULE –

Table 4 shows the estimated schedule for procurement, award, and implementation of transit services.

Table 4: RFP Schedule

Estimated Date	RFP Milestone
February 19, 2021	Request for Proposals (RFP) issued
March 5, 2021	Pre-proposal Virtual Conference 11:00 AM, local time Link to Virtual Conference: Join Zoom Meeting https://us02web.zoom.us/j/4676034953?pwd=WjFCb2ttYSs5OXhCK05WVU5QWc96Zz09
	Meeting ID: 467 603 4953 Passcode: Z8KxXh
March 10, 2021	Deadline for all Questions pertaining to the Request for Proposal 5PM, local time
March 11, 2021	Responses for all Questions pertaining to the Request for Proposal 5PM, local time
March 12, 2021	Request for Exceptions, Deviations, or Approved Equals Due by 5PM, local time
March 15, 2021	Responses Issued to Prospective TPOs on Requests for Exceptions, Deviations, or Approved Equals at 4:00 PM, local time
March 19, 2021	Proposals Due to SGRC at 1937 Carlton Adams Dr., Valdosta, GA 31601, by 4PM, local time
March 19, 2021	Open Proposals – SGRC, 1937 Carlton Adams Dr., Valdosta, GA 31601, 4:00 PM, local time
March 31, 2021	Interviews may be held at SGRC, 1937 Carlton Adams Dr., Valdosta, GA 3160, or virtually. Appointment times to be determined by the SGRC.
April 9, 2021	Anticipated Selection of TPO (contract award)
July 1, 2021	Anticipated date that TPO commences operations

DEVIATIONS, APPROVED EQUALS, AND EXCEPTIONS

Requests for deviations, approved equals or exceptions to the Request for Proposals and/or Scope of Work must be received by, the SGRC in writing, using the attached "Deviation, Approved Equal, Exceptions Request Form" (see Exhibit H), by March 12, 2021 at 5:00 PM, local time. Any such request must be fully supported with technical data or other pertinent information as evidence to support that such exception is equal 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 March 15, 2021 4:00 PM.** 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.

INSTRUCTIONS 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:

Bid Bond.

A bid bond in the amount of \$5,000 shall be submitted with the Proposal to assure execution of the Contract by the successful proposer. All bid guarantees shall be made payable to the "Southern Georgia Regional Commission" and submitted with the Proposal. The form of bond may be:

A One-Time Bid Bond issued by an insurance company licensed in Georgia; or

A Certified Check, Bank Cashier's Check or Bank Treasurer's Check issued by a Georgia commercial bank
The bid bond / guarantee must be submitted with and attached to the "Original" proposal. Cost (if any) associated with submitting a Bid Bond must be factored into your proposal price. Failure to provide the proper Bid Bond/guarantee as required herein shall result in rejection and return of the individual bidder's proposal without further consideration.

Where an award is made, this Contract, and insurance requirements shall be promptly and properly executed and delivered to the SGRC. The requirements of prompt execution and delivery will be considered as fulfilled if accomplished within ten (10) calendar days after receipt. Bid guarantees shall be forfeited to the SGRC as liquidated damages for failure to comply with this requirement. Upon execution of this Contract and receipt of current insurance certification, the SGRC shall refund to the TPO the amount deposited or release the amount charged against the bond as bid guarantee. Bid guarantee(s) posted by unsuccessful proposers (s) shall be refunded or released promptly after an award is made. The SGRC reserves the right, at any time, to hold unsuccessful proposers(s) bid guarantee(s) for a longer period of time, including but not limited to sufficient time to allow for the TPO's delivery of the required documents

Description of Firm Qualifications,

Proposals shall include a description of the organization or firm including its legal status, authority and or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm's headquarters and major offices, management organization with names and locations of managing director(s) for this project. The description shall include a list of current and past clients for which similar transit services have been provided. Such client list shall include references, including the client organization name, address, contact person, telephone number, number of vehicles operated for client, etc. The Proposer's responsibilities for the client (i.e. vehicle operations, vehicle maintenance, scheduling/dispatching, etc.) and years that service was provided should also be identified.

Experience with Transit Operations.

The Proposer shall describe its experience in demand response transit systems and its capabilities to undertake a similar project with the SGRC. Reference information from a minimum of three (3) current contracts should be provided as well.

Description of Personnel to be Assigned,

Proposals shall include a description of experience and qualifications of the supervisory personnel assigned to manage the project successfully detailing the positions and the number of employees in each position. In addition, the proposal shall identify by name and describe the experience and qualifications for the individual assigned locally to manage and assist in managing the project. A resume for each person having a supervisory role must be included.

Track Record with Safe Transit Operations

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

Industry Awards and/or Certifications.

Proposals shall include a description of any relevant transit industry awards and/or certifications given to the Proposer's firm or key personnel identified for this project.

Description of the Proposed Financial, Management, and Technical Resources.

Proposals shall include a description of the firm or organization's financial resources and history of financial stability. Proposer shall demonstrate financial stability by providing financial statements and/or audits including an income statement and balance sheet, supplemented if necessary, by evidence of credit line or other resources to demonstrate financial capacity to successfully undertake the project (the proposer should have the financial capacity to wait for invoice reimbursement for up to 90 days in extreme circumstances). In addition, the proposal shall include a description of its management plan indicating how it proposes to successfully manage the project, including technical resources. Proposals shall also include a description of the required insurance coverages to be provided, as described elsewhere in this request for proposal. Such description shall include the name of the insurer, A.M. Best rating, and limits of insurance.

Description of the Proposed Staffing, Training, Start-up, and Implementation Plan.

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. The proposal shall also include an overall project schedule including milestones and proposed completion dates. This project schedule shall identify and describe the key milestones and activities required to assure progress toward successful start-up and on-going implementation of the project.

Description of the Proposed Marketing Plan.

The Proposer shall describe its approach to marketing the transit system in coordination with the SGRC.

Description of the Proposed Vehicle Maintenance Plan.

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.

Management, Operating and Equipment Costs.

The Proposer shall submit a complete Cost Proposal Form (Exhibit G included within this RFP) that includes unit costs (trips/hours/miles) based on the SGRC initial estimates of trips/hours/miles hours identified in this RFP. Proposer should identify on the Cost Proposal Form what their preferred unit cost is. 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.

FTA Certifications (Exhibit I, J, K).

The Proposer shall certify and sign Exhibits I, J, K and include them in their proposal.

Additional Notifications to Proposers and Rights of SGRC Registered Lobbyists.

By submitting a response to this RFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Procurement Manual. Specifically, all suppliers who employ or retain one or more lobbyists shall cause such lobbyists to register with the State Ethics Commission and to file the disclosures required by Article 4 of Chapter 5 of Title 21 of the (O.C.G.A.) Such registration must be made no later than fifteen (15) calendar days after the lobbyist's initial contact with the state entity or the date that bids or proposals are due to be submitted by the supplier in response to the state entity's solicitation, whichever is earlier. All suppliers shall certify, as part of any response to a request for proposals or bids or other procurement method, that any lobbyist's whom the supplier employs or retains has registered with the State Ethics Commission and complied with the requirements of this regulation.

Public Access to Procurement Records.

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the SGRC's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the SGRC such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the SGRC's posting of the Notice of Intent to Award (or the Notice of Award in the event the SGRC does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted as part of the supplier's response shall not be subject to public disclosure. The SGRC is allowed to assess a reasonable charge to defray the cost of reproducing documents. A SGRC employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the SGRC will make its own determination regarding what information may or may not be withheld from disclosure.

Costs for Preparing Responses.

Each supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The SGRC will not provide reimbursement for such costs.

SGRC's Right to Request Additional Information – Supplier's Responsibility

Prior to contract award, the SGRC must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the SGRC, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the SGRC is unable to assure itself

of the supplier's ability to perform, if awarded, the SGRC has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven business days to submit the information requested.

Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this RFP.

Rejection of Proposals; SGRC's Right to Waive Immaterial Deviation

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.

SGRC's Right 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.

IDENTIFICATION REQUIREMENTS FOR PROPOSALS

PROPOSALS SHALL BE RECEIVED NO LATER THAN 4:00 PM, LOCAL TIME, MARCH 19, 2021 AT THE SGRC, 1937 Carlton Adams Dr., Valdosta, GA 31601. The one (1) original and five (5) copies of the technical proposal and cost proposal must be submitted in separate sealed envelopes clearly marked to identify the contents. 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 Transit RFP
Attn: Megan Fowler
1937 Carlton Adams Drive
Valdosta, GA 31601

- One packet marked -Proposal for Transit Service Technical Proposal including the Bid Bond
- One packet marked -Proposal for Transit Service Cost Proposal

It shall be the Proposer's responsibility to submit his/her proposal by the stated deadline. Proposals received after this date and time will not be accepted. Failure of express mail or package delivery services to deliver Proposer's information by the designated date and time will not be the responsibility of the SGRC.

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.

RESPONSIVE PROPOSALS

The SGRC 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.

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.

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.

BASIS OF EVALUATION AND CONTRACT AWARD

Proposals shall be scored by an evaluation committee consisting of SGRC staff. The evaluation criteria for the proposals and associated point values are shown in Table 5.

Table 5: Proposal Evaluation Criteria and Points

Evaluation Criteria	Maximum Points
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)	20
The adequacy and quality of the Proposer's vehicle maintenance program (Quality)	10
Adequacy of financial, managerial, and technical resources to successfully carry out the required services and meet required service standards (Quality)	15
Adequacy of Proposer's response to all other requirements, terms, and conditions of this Request for Proposals (Quality)	10
Proposed Cost per Revenue Hour, Revenue Mile, Passenger Trip (Financial)	25
TOTAL POINTS	100

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.

The financial-based 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 based on the proposed cost as a percentage of the lowest cost proposal.

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.

COMMUNICATIONS WITH PROPOSERS

After release of this RFP, all communication must be in writing to mfowler@sgrc.us and directed to Megan Fowler. The SGRC's written responses will be posted on the SGRC website (<https://www.sgrc.us/rfps.html>).

ERRORS 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.

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 on this website: <https://www.sgrc.us/rfps.html>.

FINANCIAL STATEMENTS

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

TIMELY COMPLETION

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

ASSIGNMENT OF CONTRACT

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

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.

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.

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.

REQUIRED CERTIFICATIONS

All Proposers shall complete and submit the certifications (see Exhibits I, J, K, P, Q) included herein and incorporated into this RFP.

RIGHT TO ADJUST COST

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 TPO shall negotiate a mutually agreeable adjustment in cost.

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 TPO shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly approved by written notice.

Change Order Procedure: Within thirty (30) calendar days after receipt of a written change order request, the TPO 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 TPO and the SGRC. At that time both parties shall execute a detailed agreement in writing.

FORM OF AGREEMENT

The agreement between the SGRC and the successful Proposer will be in form of a transit service agreement and shall incorporate the scope of services and responsibilities of the TPO as well as the required clauses listed in Exhibit K.

NEGOTIATIONS OF PROPOSALS AND/OR COST FACTORS

The SGRC possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law. Although this section addresses the SGRC's right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), the SGRC reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the supplier's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE SGRC URGES THE SUPPLIER (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE SUPPLIER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

- Overview of Negotiations - After the Evaluation Team has scored the suppliers' proposals, the SGRC may elect to enter into one or more rounds of negotiations with all responsive and responsible suppliers or only those suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily and those suppliers included in the competitive range must have highly scored proposals. After each round of negotiations (if any), the supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the supplier cannot be considered responsive and responsible or based on the competitive range as defined in "Competitive Range." The SGRC reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.
- Negotiation Instructions - Listed below are the key action items related to negotiations. The SGRC's Negotiation Committee may consist of the SGRC's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the SGRC's Evaluation Committee.
- Negotiation Invitation: Those suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- Confirmation of Attendance: Suppliers who have been invited to participate in negotiations must confirm attendance.
- Negotiations Round(s): One or more rounds of negotiations may be conducted with those suppliers identified by the SGRC's Evaluation Team.
- Competitive Range - If the SGRC elects to negotiate pursuant to Section 6.6, the SGRC may either (1) elect to negotiate with all responsive and responsible suppliers, (2) limit negotiations to those suppliers identified within the competitive range, or (3) limit negotiations to the number of suppliers with whom the SGRC may reasonably negotiate as defined below. In the event the SGRC elects to limit negotiations to those suppliers identified within the competitive range, the SGRC will identify the competitive range by (1) ranking suppliers' proposals from highest to lowest based on each supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the SGRC determines the number of responsive and responsible suppliers is so great that the SGRC cannot reasonably conduct negotiations (which determination shall be solely at the SGRC's discretion and shall be conclusive), the SGRC may elect to limit negotiations to the top three (3) ranked suppliers as determined by the Total Combined Score.
- Negotiation Round Completion - As part of each round of negotiation, the SGRC may or may not engage in verbal discussions with the suppliers. However, whether or not the SGRC engages in verbal discussions, any revisions the supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers.

Revisions which are not received prior to the due date and time cannot be considered; however, any supplier failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the SGRC.

EXHIBIT A

SGRC Regional Transit System Service Information

- To be operated as a Demand Response System.
- Service will be available 24 hours a day, 7 days a week (except SGRC holidays).
- Service will include SGRC Regional DHS Coordinated Human Service Transportation and other Purchase of Service (POS) revenue contracts supplied by the TPO and/or SGRC.
- Service will be provided on SGRC vehicles that may be supplemented with TPO owned vehicles from time-to-time as needs arise.
- TPO will supply a common toll-free number for public trip ordering and customer service.
- TPO is expected to utilize the GDOT QRYde dispatching and reporting tools as well as the required DHS TRIP\$ ordering system.

EXHIBIT B

SGRC Transit Vehicle Fleet

5311 PUBLIC VEHICLE LIST - Region 11											
Qty.	Location	Van #	Present Mileage 10/20	Complete Vin Number	Year/ Model	Owner	A W S	Type	Capacity	AVG Sep/Oct Mi/MO	Projected 6/30/21
1	Bacon	3368	136279	1FDEE3FS3DDB36635	2013 Ford E350	DOT	AW	DOT 5311	10/2	2250	154279
2	Bacon	3790	87155	1FDEE3FS6HDC35486	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	105155
3	Berrien	4083	11565	1FDEE3FS9KDC65475	2019 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	29565
4	Berrien	3804	185189	1FDEE3FS7HDC38137	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	203189
5	Brantley	3646	170774	1FDEE3FS5GDC23411	2016 Ford Goshen	DOT	AW	DOT 5311	10/2	2250	188774
6	Brooks	3962	115266	1FDEE3FS0HDC78978	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	133266
7	Brooks	3963	164241	1FDEE3FS0HDC78981	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	182241
8	Brooks	3964	81416	1FDEE3FS4HDC77865	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	99416
9	Brooks	4085	1000	1FDEE3FS9KDC65556	2019 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	19000
10	Cook	3693	158551	1FDEE3FS3HDC30164	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	176551
11	Cook	3787	129001	1FDEE3FS5HDC35480	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	147001
12	Cook	3788	120739	1FDEE3FS7HDC35481	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	138739
13	Cook	3936	92794	1FDEE3FS3HDC78974	2017 Ford/Startrans	DOT	A	DOT 5311	13	2250	110794
14	Cook	3937	89178	1FDEE3FS4HDC78935	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	107178
15	Cook	3938	87448	1FDEE3FS2HDC78948	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	105448
16	Lowndes	3742	137410	1FDEE3FSXHDC35488	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	155410
17	Lowndes	3743	112232	1FDEE3FS0HDC35497	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	130232
18	Lowndes	3744	123461	1FDEE3FS8HDC35473	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	141461
19	Lowndes	3926	62488	1FDEE3FS9HDC77859	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	80488
20	Lowndes	4062	2808	1FDEE3FS4KDC65576	2019 Ford/Startrans	DOT	A	DOT 5311	13	2250	20808
21	Lowndes	4063	6184	1FDPE4FS8KDC65466	2019 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	24184
22	Lowndes	4064	1000	1FDEE3FS3KDC65469	2019 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	19000
23	Lowndes	4065	4108	1FDEE3FS2KDC65477	2019 Ford/Startrans	DOT	AW	DOT 5311	10/2	2250	22108
24	Pierce	3708	104326	1FDEE3FS8HDC35490	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	1800	118726
25	Pierce	3802	83852	1FDEE3FS0HDC37864	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	1800	98252
26	Pierce	3803	56482	1FDEE3FS2HDC37865	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	1800	70882
27	Pierce	3895	62181	1FDEE3FS7HDC78850	2017 Ford/Startrans	DOT	A	DOT 5311	13	1800	76581
28	Pierce	3896	44036	1FDEE3FS2HDC78934	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	1800	58436
29	Pierce	3897	67571	1FDEE3FS6HDC78936	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	1800	81971
30	Pierce	4097	6713	1FDEE3FSXKDC54479	2019 Ford/Startrans	DOT	AW	DOT 5311	10/2	1800	21113
31	Turner	3511	122072	1FDEE3FS6FDA12880	2015 Ford Goshen	DOT	AW	DOT 5311	10/2	400	125272
32	Turner	3581	94045	1FDEE3FS7GDC03371	2016 Ford Goshen	DOT	AW	DOT 5311	10/2	400	97245
33	Turner	3745	109389	1FDEE3FS6HDC35469	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	400	112589
34	Ware	3519	99631	1FDEE3FS1FDA25522	2015 Ford Goshen	DOT	AW	DOT 5311	10/2	1000	107631
35	Ware	3587	100021	1FDEE3FS5GDC05278	2016 Ford Goshen	DOT	AW	DOT 5311	10/2	1000	108021
36	Ware	3588	115971	1FDEE3FS7GDC05279	2016 Ford Goshen	DOT	AW	DOT 5311	10/2	1000	123971
37	Ware	3697	71814	1FDEE3FS8HDC30158	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	1000	79814
38	Ware	3782	108037	1FDEE3FS1HDC35461	2017 Ford/Startrans	DOT	AW	DOT 5311	10/2	1000	116037

EXHIBIT C

2019 Ridership and Operational Data

Existing Transit Service Ridership and Operational Data, 2019; Source: NTD

County	OWPT	Vehicles	Service Hours	Miles
Bacon	3,924	2	3,857	55,406
Berrien	5972	2	4618	94,771
Brantley	959	1	1,509	38,082
Brooks	14,457	7	7,911	156,565
Cook	17,934	9	13,913	281,380
Lowndes	24,101	9	18,539	270,892
Pierce	12,195	7	9,864	181,192
Turner	8,250	3	6,120	92,958
Tift	9,435	2	4,191	53,164
Ware	8,574	5	8,654	115,604
Total	105,801		79,176	1,340,014

Counties without Transit Service Ridership Estimates;

Source Various County Transit Development Plans (www.sgrc.us)

County	OWPT	Vehicles	Service Hours	Miles
Atkinson	9,000			
Charlton	4,000*			
Coffee	9,435*			
Irwin	9,500			
Total	50,294			

*Estimates are unavailable for Charlton County – based on similar counties. Estimates in the TDPs for Coffee County seemed high, reduced to be like similar counties.

More information from past Transit Development Plans for each county may be available at:

<https://www.sgrc.us/public-transit-services.html>

EXHIBIT D

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.

EXHIBIT E

Estimate of Revenue Service Hours (RSH) and Revenue Service Miles (RSM) Worksheet

To be completed by proposer to assist in developing unit costs. This form or similar document shall be submitted as supporting documentation as a part of the unit cost proposal.

Vehicle #	RSH Weekday	RSH Weekend	RSM Monthly*
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Totals

*Monthly Average

EXHIBIT F

Unit Cost Support Worksheets

Service Hour Unit Rate

VEHICLE HOURS OF SERVICE	2022	2023	2024	2025	2026
Demand Response					
TOTAL HOURS:	0.0	0.0	0.0	0.0	0.0

EXPENSE CATEGORY	2022	2023	2024	2025	2026
------------------	------	------	------	------	------

LABOR
of
Positions

Management/Admin. Clerk
Dispatchers/Schedulers/Routers
Drivers
Maintenance
Janitorial
Other (explain)

Subtotal:	\$0	\$0	\$0	\$0	\$0
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FRINGE BENEFITS	2022	2023	2024	2025	2026
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Fringe Benefits

Subtotal:	\$0	\$0	\$0	\$0	\$0
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MATERIALS & SUPPLIES	2022	2023	2024	2025	2026
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Fuel & Lubricants
Tires & Tubes
Office Supplies
Vehicle Parts & Supplies
Communications (Radios, etc)
Uniforms
Other (explain)

Subtotal:	\$0	\$0	\$0	\$0	\$0
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INSURANCE	2022	2023	2024	2025	2026
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Insurance					
Subtotal:	\$0	\$0	\$0	\$0	\$0

MISCELLANEOUS	2022	2023	2024	2025	2026
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Drug & Alcohol Testing,
Physicals, Vaccines
Accounting (Payroll, Etc)

Start - Up Expenses

Proposal Bond

Profit

Marketing

Operating Taxes & Licensing

Staff Training

Other (Explain)

Subtotal:	\$0	\$0	\$0	\$0	\$0
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LEASE AND RENTALS	2022	2023	2024	2025	2026
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Vehicles

Office Equipment

Garage Equipment

Other (Explain)

Subtotal:	\$0	\$0	\$0	\$0	\$0
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	2022	2023	2024	2025	2026
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TOTAL COSTS	\$0	\$0	\$0	\$0	\$0
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Extended Unit Rate	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
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FRINGE BENEFITS DESCRIPTION:

(ex: Holidays, Health Insurance,
Dental Insurance, 401K, etc)

Service Mile Unit Rate

VEHICLE HOURS OF SERVICE	2022	2023	2024	2025	2026
Demand Response					
TOTAL HOURS:	0.0	0.0	0.0	0.0	0.0

EXPENSE CATEGORY	2022	2023	2024	2025	2026
LABOR	# of				
	Positions				
Management/Admin. Clerk					
Dispatchers/Schedulers/Routers					
Drivers					
Maintenance					
Janitorial					
Other (explain)					

Subtotal:	\$0	\$0	\$0	\$0	\$0
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FRINGE BENEFITS	2022	2023	2024	2025	2026
Fringe Benefits					

Subtotal:	\$0	\$0	\$0	\$0	\$0
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MATERIALS & SUPPLIES	2022	2023	2024	2025	2026
Fuel & Lubricants					
Tires & Tubes					
Office Supplies					
Vehicle Parts & Supplies					
Communications (Radios, etc)					
Uniforms					
Other (explain)					

Subtotal:	\$0	\$0	\$0	\$0	\$0
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INSURANCE	2022	2023	2024	2025	2026
Insurance					

Subtotal:	\$0	\$0	\$0	\$0	\$0
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MISCELLANEOUS	2022	2023	2024	2025	2026
Drug & Alcohol Testing,					
Physicals, Vaccines					
Accounting (Payroll, Etc)					
Start - Up Expenses					
Proposal Bond					
Profit					

Marketing
Operating Taxes & Licensing
Staff Training
Other (Explain)

Subtotal: \$0 \$0 \$0 \$0 \$0

LEASE AND RENTALS 2022 2023 2024 2025 2026
Vehicles
Office Equipment
Garage Equipment
Other (Explain)

Subtotal: \$0 \$0 \$0 \$0 \$0

2022 2023 2024 2025 2026
TOTAL COSTS \$0 \$0 \$0 \$0 \$0
Extended Unit Rate #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!

FRINGE BENEFITS DESCRIPTION:
(ex: Holidays, Health Insurance,
Dental Insurance, 401K, etc)

Passenger Trip Unit Rate

VEHICLE HOURS OF SERVICE	2022	2023	2024	2025	2026
Demand Response					
TOTAL HOURS:	0.0	0.0	0.0	0.0	0.0

EXPENSE CATEGORY	2022	2023	2024	2025	2026
LABOR	# of				
	Positions				

Management/Admin. Clerk
 Dispatchers/Schedulers/Routers
 Drivers
 Maintenance
 Janitorial
 Other (explain)

Subtotal:	\$0	\$0	\$0	\$0	\$0
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FRINGE BENEFITS	2022	2023	2024	2025	2026
Fringe Benefits					

Subtotal:	\$0	\$0	\$0	\$0	\$0
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MATERIALS & SUPPLIES	2022	2023	2024	2025	2026
Fuel & Lubricants					
Tires & Tubes					
Office Supplies					
Vehicle Parts & Supplies					
Communications (Radios, etc)					
Uniforms					
Other (explain)					

Subtotal:	\$0	\$0	\$0	\$0	\$0
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INSURANCE	2022	2023	2024	2025	2026
Insurance					
Subtotal:	\$0	\$0	\$0	\$0	\$0

MISCELLANEOUS	2022	2023	2024	2025	2026
Drug & Alcohol Testing, Physicals, Vaccines					
Accounting (Payroll, Etc)					
Start - Up Expenses					
Proposal Bond					
Profit					

Marketing
 Operating Taxes & Licensing
 Staff Training
 Other (Explain)

Subtotal:	\$0	\$0	\$0	\$0	\$0
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LEASE AND RENTALS	2022	2023	2024	2025	2026
Vehicles					
Office Equipment					
Garage Equipment					
Other (Explain)					

Subtotal:	\$0	\$0	\$0	\$0	\$0
-----------	-----	-----	-----	-----	-----

	2022	2023	2024	2025	2026
TOTAL COSTS	\$0	\$0	\$0	\$0	\$0
Extended Unit Rate	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

FRINGE BENEFITS DESCRIPTION:
 (ex: Holidays, Health Insurance,
 Dental Insurance, 401K, etc)

EXHIBIT G

Unit Cost Proposal Form

	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):

Signature:

Printed Name:

Title:

Company/Firm:

Date:

NOTE: Cost proposal form shall be accompanied by supporting financial documents to support proposed unit cost rate for cost per revenue service hour, cost per revenue service mile, and cost per passenger trip.

EXHIBIT H

REQUEST FOR DEVIATIONS, APPROVED EQUALS, OR EXCEPTIONS FORM

SGRC Regional Transit Service Proposal

RFP SECTION: _____

RFP Page Number: _____

DATE OF REQUEST: _____

DESCRIPTION OF REQUEST FOR DEVIATION, APPROVED EQUAL OR EXCEPTION:

SGRC Approved:

SGRC Denied:

Comments:

Proposer Signature:

EXHIBIT I

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

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the SGRC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the SGRC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the SGRC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Cy may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Signature of TPO's Authorized Official

Name and Title of TPO's Authorized Official

Date

EXHIBIT J

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

The undersigned TPO 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.

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

Signature of TPO's Authorized Official

Name and Title of TPO's Authorized Official

Date

EXHIBIT K

Required Clauses

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 _____, 2021.

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer's Authorized Agent

Required Clauses

Charter Service Operations - The TPO agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Energy Conservation - The TPO 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.

Clean Water –

1. The TPO 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. The TPO 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.
2. The TPO also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance provided by FTA.

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

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the TPO agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the TPO

which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. TPO also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO TPO access to TPO's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, TPO agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO TPO, access to the TPO's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, TPO agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the TPO which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C.5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the TPO shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The TPO agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The TPO agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 TPO agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - TPO 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. TPO's failure to so comply shall constitute a material breach of this contract.

Clean Air –

1. The TPO 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. The TPO 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.

2. The TPO also agrees to include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with Federal assistance provided by FTA.

No Obligation by the Federal Government.

1. The Purchaser and TPO 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, TPO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The TPO agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subTPO who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The TPO 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 TPO 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 TPO 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 TPO to the extent the Federal Government deems appropriate.
2. The TPO 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the TPO, to the extent the Federal Government deems appropriate.
3. The TPO 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 modified, except to identify the subTPO who will be subject to the provisions.

Termination Provisions

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

- b. Termination for Default [Breach or Cause] (General Provision) If the TPO does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the TPO fails to perform in the manner called for in the contract, or if the TPO fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the TPO setting forth the manner in which the TPO is in default. The TPO will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the TPO had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the TPO, the (Recipient), after setting up a new delivery of performance schedule, may allow the TPO to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the TPO [an appropriately short period of time] 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.

If TPO fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by TPO of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to TPO. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against TPO and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by TPO of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If the TPO fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the TPO fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the TPO a Notice of Termination specifying the nature of the default. The TPO will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the TPO 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 Recipient.

- g. Termination for Default (Transportation Services) If the TPO 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 TPO fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the TPO a Notice of Termination specifying the nature of default. The TPO 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 TPO has possession of Recipient goods, the TPO shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The TPO and (Recipient) 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 TPO 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 (Recipient).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the TPO is required to verify that none of the TPO, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The TPO is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the SGRC.

If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the SGRC of Hinesville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 49 CFR 29, 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.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the TPO and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The TPO agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the TPO agrees to obtain the express consent of the Federal Government before the TPO or its employees operate a system of records on behalf of the Federal Government. The TPO understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The TPO also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the TPO agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the TPO agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the TPO agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The TPO agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the TPO agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the TPO agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the TPO agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the TPO agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the TPO agrees to comply with any implementing requirements FTA may issue.
3. The TPO also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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

Performance During Dispute - Unless otherwise directed by the SGRC, TPO 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 his employees, agents or others for whose acts he is legally liable, a claim for damages therefore 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 SGRC and the TPO arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Georgia.

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 SGRC or TPO 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.

Transit Employee Protective Provisions.

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a TPO recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

1. The TPO agrees to comply with applicable transit employee protective requirements as follows:
 - a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the TPO agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The TPO agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for

projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the TPO agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The TPO agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
 - c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311(a)(2) in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the TPO agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
2. The TPO also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.
- b. The TPO shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The TPO shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the TPO 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 SGRC of Hinesville deems appropriate. Each subcontract the TPO signs with a subcontractor must include the assurance in this paragraph (see 49 CFR26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.
- d. The TPO is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contract's receipt of payment for that work from the SGRC. In addition, the TPO may not hold retainage from its subcontractor.
- e. The TPO must promptly notify the SGRC 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 subTPO to perform at least the same amount of work.

The Contract may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the SGRC.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The TPO shall not perform any act, fail to perform any act, or refuse to comply with any SGRC requests which would cause the SGRC to be in violation of the FTA terms and conditions.

Drug and Alcohol Testing

The TPO agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 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, the State Oversight Agency of Georgia, or the SGRC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The TPO agrees further to certify annually its compliance with Part 655 before (date TBD) and to submit the Management Information System (MIS) reports before (before March 15) to Megan Fowler, Transit Coordinator, mfowler@sgrc.us.

To certify compliance the TPO shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The TPO agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the TPO to use) as its policy statement as required under 49 CFR 655; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the TPO agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

BUY AMERICA for rolling stock purchases over \$150,000

The TPO agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless 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 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a

minimum 60 percent domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019, and a minimum 70% domestic content for FY2020 and beyond.

FLY AMERICA if contract involves foreign transport or travel by air

The proposer understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for this project unless that air transportation is provided by US-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC section 40118, and USGSA regulations "Use of United States Flag Air Carriers", 41 CFR sections 301-10.131 through 301-10.143.

Contract Work Hours & Safety Standards Act – Applicability: Operations/Management/Subrecipient Contracts over \$250,000

(1) 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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (1) 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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Exhibit L

Invoice Template

Optional - Proposer is encouraged to propose another format, provided that all information below is included. The proposer shall include this optional format in the proposal.

Quantity	Description	Account Code	Unit Price	Total
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SubTotal

USD Total

Exhibit M

STATEMENT OF BIDDER'S/PROPOSER'S QUALIFICATIONS AND DECLARATIONS (Page 1 of 2)

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 Bid/Proposer:
Permanent Main Office Address:
Office Phone/Cell Phone:
Fax Number:
E-mail Address:

When Organized:
If a Corporation, where Incorporated:
How many years have you been engaged in business under your present firm or trade name?

General character of work performed by you.

Have you ever failed to complete any work awarded to you? Yes/No
If so, where and why?
Have you ever defaulted on a Contract Agreement? Yes/No
If so, where and why?

SGRC may ask for a detailed financial statement that you must furnish if requested, you must answer if you are in agreement that you will furnish the financials. Yes/No
Net Worth Ratio:

Bidder/Proposer may submit any additional information he/she desires.

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 have been reviewed prior to the submission of this proposal

Dated this ____ day of _____ 2021.

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

By:

Name of Corporation or Firm

Authorized Signature

State of _____ County of (_____)

Subscribed and sworn to before me this ____ day of _____, 2021.

Notary Public

My Commission Expires

Exhibit N

Anti-Collusion Affidavit

This Proposal will not be considered unless this form has been fully completed and signed by the Proposer or Proposer's Authorized Agent, and notarized, dated and completed by a Notary Public.

The following affidavit is submitted by or on behalf of the Proposer as a part of this Proposal:

The undersigned of lawful age, being first duly sworn on oath, says:

The undersigned is the Proposer or the duly authorized agent of the Proposer submitting the Proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the non-existence of collusion among Proposer and between Proposer and the Southern Georgia Regional Commission (SGRC) or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Contract Agreement pursuant to the Proposal to which this statement is attached;

The undersigned is fully aware of the facts and circumstances surrounding the making of the Proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Proposal; and Neither the Proposer nor anyone subject to the Proposer's direction or control has been a party: to any collusion among Proposer in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from Proposing; to any collusion with any SGRC official, agent or employee as to quantity, quality or price in the prospective Contract Agreement, or as to any other terms of such prospective Contract Agreement; nor in any discussion between Proposer and any SGRC or Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of a Contract Agreement.

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 _____, 2021.

Notary Public

My Commission Expires

Exhibit O

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 _____, 2021.

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 _____, 2021.

Notary Public

My Commission Expires

Exhibit P

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

Street Address _____

City _____

State _____

Zip Code _____

Phone Number _____

Printed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

Exhibit Q

PROPOSER CERTIFICATIONS O.C.G.A Sect. 45-10-20 – Conflicts 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 _____

Authorized Representative's Name _____

Authorized Representative's Signature _____

Date _____

Exhibit R

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

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: _____, __, 2021 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 _____, 2021.

NOTARY PUBLIC

My Commission Expires:

Exhibit S

Agreement to Adhere to Department of Human Services 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

_____ 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.

Authorized Representative's Title _____

Authorized Representative's Signature _____

Date _____

Exhibit T

Sample Contract for Regional Transit Service

THIRD PARTY OPERATOR (TPO) CONTRACT

RURAL TRANSIT SYSTEM OPERATIONS

CONTRACT BETWEEN
SOUTHERN GEORGIA REGIONAL COMMISSION
AND
"[TPO NAME]"

ARTICLE I – PREAMBLE

THIS CONTRACT is made and entered into as of the 1st day of July 2021, by and between the Southern Georgia Regional Commission (SGRC), a regional commission created pursuant to O.C.G.A. § 50-8-32 and having a mailing address of 1937 Carlton Adams Dr. Valdosta, GA 31601, and "[TPO NAME]" (TPO), having a mailing address of "[TPO Address]".

WITNESSETH:

WHEREAS, SGRC has a need for an operator of a rural transit system which will provide general public transit and private transportation services for contract clients and consumers of various agencies and organizations residing in Planning and Service Area 10 as designated by the State of Georgia.; and

WHEREAS, TPO has represented to SGRC its desire and ability to operate and provide transportation services within the guidelines required by SGRC and all of its contracting entities; and

WHEREAS, O.C.G.A. § 50-8-35(a) (2) provides "each commission may make and enter into all contracts necessary or incidental to the performance of its duties and functions;" and

WHEREAS, those functions are to be provided within the service area of SGRC;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree:

ARTICLE II – AREA OF SERVICE

This contract applies to the service area(s) as defined below:

The proposed transit service will be designed to operate as both a rural Section 5311 program and a DHS transit service. Rural public transit services will be provided in the following 14 counties: Atkinson, Bacon, Berrien, Brantley, Brooks, Charlton, Coffee, Cook, Irwin, Lowndes, Pierce, Tift, Turner, and Ware.

DHS Coordinated Human Services Transit 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.

All consumers of these geographical areas are the responsibility of the TPO.

ARTICLE III - CONTRACT TERM, MODIFICATION AND TERMINATION

This contract is year one of a five-year contract award, originally awarded _____.

This contract shall have a term of 12 months commencing on 12:01 a.m. July 1, 2021 and terminating at 11:59 p.m. on June 30, 2022.

TERMINATION

- Inadequate Community Service.** SGRC reserves the right to terminate this Contract at any time if the SGRC Council determines that TPO is not providing adequate community transportation services for the indicated area as defined by the terms of this agreement. The SGRC Council reserves the right to interpret, with sound reason and prudence, any and all the terms and provisions of this contract to the general benefit and welfare of the citizens and taxpayers of Southern Georgia.
- Due to Non-Availability of Funds.** Notwithstanding any other provision of this contract, in the event that any of the sources of reimbursement under this contract (appropriations from the contracting entities and its governing body(s)) no longer exist or in the event the sum of all obligations of GDOT for this program exceeds the contract limits and contract source, then this contract shall immediately terminate without any further obligation of SGRC. The determination of the governing body of GDOT of the occurrence of any of the events stated above shall be conclusive.
- Due to Contract Default or for Cause.** This contract may be terminated for cause in whole or in part at any time by SGRC for failure of the TPO to perform any of the provisions hereof. Should SGRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing specifying the reason and the termination date. The TPO will be required to submit the final contract report not later than 10 days after the effective date of written notice of termination. Upon termination of this contract, the TPO shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

4. *For Convenience.* This contract may be canceled or terminated by either of the parties without cause; however, the party terminating or canceling this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of termination or cancellation.

CONTRACT MODIFICATION / ALTERATION

No modification or alteration of this agreement will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this contract as an amendment, indicating the contract number involved, the original contracting parties, the original effective date of the contract, and the paragraph or paragraphs being modified or superseded, except as stated in subparagraph B immediately below.

In the event that any of the sources of reimbursement for services under this contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) are reduced during the term of this contract, SGRC has the absolute right to make financial and other adjustments to this contract and to notify the TPO accordingly. Such adjustments may require a contract amendment including, but not limited to, a termination of the contract.

ARTICLE IV – SCOPE OF RESPONSIBILITY

TPO RESPONSIBILITIES

TPO Agrees to:

Operations

1. Operate a component of the Southern Georgia Regional Rural Transit System in the most efficient and cost-effective way possible, and to the extent that best benefits residents of its assigned service area. This includes adhering to the service delivery and administration requirements as outlined in the Article VI;
2. Provide transportation services for public and private market consumers that are located in the defined service area;
3. Establish and maintain a local or toll-free telephone number exclusively for the general public to access the transit system and request services.

Administration/Reporting

4. Provide, on a monthly basis or at request, SGRC with all records and documents relevant to the services provided under this contract;
5. Utilize and maintain in good working condition all capital items assigned to it as identified in Annex C;
6. Take custody of and utilize to the fullest extent the Section 5311 vehicles assigned to its service area (See Annex C for inventory). This includes performing all required maintenance and establishing insurance coverage as outlined in Article VII;
7. Adhere to the "GDOT Section 5311 Public Administrative Guide" and all other documents created for the purpose of outlining the basic required policies and procedures for transit administration and operations;
8. Adhere to and administer a GDOT approved Drug and Alcohol Testing Policy;
9. Adhere to all service aspects outlined and accepted by SGRC in TPO's Regional Transit Request for Proposal response;
10. Develop any needed marketing and promotion materials. All such materials must be approved by SGRC before distribution;
11. Fully utilize the required software provided;

Costs

12. Pay for all costs of operating and administration of the transit system, including insurance coverage, fuel, maintenance, software usage/maintenance and marketing unless otherwise stated by SGRC.
13. If applicable, pay required local matching funds on any requested capital equipment. The required method, timing and/or frequency of payment is at the discretion of the SGRC, however, payment will not exceed the required matching funds as determined in the TPO budget of the Section 5311 grant application.

SGRC RESPONSIBILITIES

SGRC Agrees to:

1. Provide TPO with all capital items, including vehicles, listed in Annex C; (if applicable, required local matching funds for equipment will be provided by TPO).
2. Provide a tax exempted fuel service, when possible, for Section 5311 vehicles identified in Annex C (cost of fuel is responsibility of the TPO);
3. Provide dispatch/scheduling software (all costs associated with operating and maintaining software is the responsibility of the TPO),
4. Provide technical and planning assistance as needed and requested.
5. Develop and implement marketing and promotion materials for the transit system.
6. Review and submit all relative and required documents to GDOT.
7. Provide Prompt Payment to TPO for all eligible and approved operating reimbursements submitted as follows:
 - a. The SGRC agrees to pay each Subcontractor under this contract for satisfactory performance of its contract no later than ten (10) days from receipt of each payment the SGRC receives from THE GEORGIA DEPARTMENT OF TRANSPORTATION'S FTA FUNDED TRANSIT PROGRAM.
 - b. Any dispute that arises regarding the satisfactory completion of work by a Subcontractor may be brought to the attention of the GDOT FTA FUNDED TRANSIT PROGRAM, which will make a determination. Any delay of payment from the above-referenced time frame may occur only for good cause following written approval from the GDOT FTA FUNDED TRANSIT PROGRAM. This clause applies to both DBE and non-DBE Subcontractors.
 - c. Failure by the SGRC to carry out the requirements of the Prompt Payment without just cause, is a material breach of this contract, which may result in the GDOT FTA FUNDED TRANSIT PROGRAM withholding payment from the SGRC until all delinquent payments have been made (no interest will be paid for the period that the payment was withheld), termination of this contract, or other such remedy as the GDOT FTA FUNDED TRANSIT PROGRAM deems appropriate.

ARTICLE V – SCOPE OF SERVICES

SERVICES DELIVERY DESCRIPTION

TPO will be required to perform all initial and additional services as outlined by SGRC through this document or any other document created for the purpose as to direct transit system operations. TPO will not be required to perform services that it can firmly show impacts the financial, physical or feasible stability of the transit services. Such determination will be heard and made by the SGRC Council and its Transportation Committee. Such services that could be required may include fixed-route, route deviation, subscription, demand responsive service, airport service, or any combination of the services as may be approved by SGRC.

Public Service Delivery

1. Initial services will be subscription responsive for residents of the indicated service area. This constitutes service with at least reservations made

by 3:00 pm the business day before the required trip. Any notice with at less notice should be worked into regular schedule when feasible. Additional services that maybe implemented

- a. Subscription-Responsive Service Reservation Procedures: TPO shall accept reservations for subscription-response service between 8:00 am and 3:00 pm Monday through Friday. Reservations are required to be made one working day in advance of the trip. It is the sole discretion of the TPO to provide any trip requested after 3:00 pm. The dispatcher shall utilize the assigned transit software to register and schedule any trip requested. If it is determined that the trip cannot be accommodated, the dispatcher will note this on a trip denial log.
2. Hours of Service – 6:00 am to 8:00 pm
3. Office Hours – 8:00 am to 5:00 pm
4. Days of Service – Monday through Friday
5. Rates for Service – Public rates will be set according to Annex B. Public rate structure is based on the real-world road-network distance from an origination point to a destination point.

POS Delivery

1. Services will be schedule responsive for any registered and approved agency or entity. This constitutes service with a valid "trip order" being submitted. TPO will be responsible for the establishment of contracts outlining POS services other than DHS services.
 - a. Schedule-Responsive Service Reservation Procedures: TPO shall accept reservations for schedule-response service between 8:00 am and 3:00 pm Monday through Friday. Reservations should be made by 3:00pm prior to the day service is requested. It is the sole discretion of the TPO to provide any trip requested after 3:00pm. The dispatcher shall utilize the assign transit software to register and schedule any trip requested. Dispatcher will further determine if such trip request is valid and submitted by a valid HSP. If it is determined that the trip is invalid TPO must contract the appropriate HSP, notify them of the error and allow for proper correction. TPO is not required to perform any trip requests from a HSP if proper signatures, forms or any other required documentation is not provided.
2. Hours of service (Core Hours) – 6:00 am to 8:00 pm; however, TPO will determine for all other POS agreements other than DHS services.
3. Days of Service – Monday through Sunday; however, TPO will determine for all other POS agreements other than DHS services.
4. Rates for Service –TPO will negotiate rates for POS agreements, other than DHS services.

SERVICES DELIVERY ADMINISTRATION

TPO shall perform all administrative duties necessary as to perform transit operations, vehicle management, personnel management and all necessary reporting as required by SGRC, GDOT and any POS contractor.

TPO shall operate the Section 5311 Program services in accordance with the guidelines and policies set by the GDOT. TPO further agrees to maintain appropriate books, records, documents, papers and other evidence relating to public transportation operations for the period of this agreement and will make such materials available for inspection upon request by SGRC and GDOT or their representatives for the period specified in the contractual agreement between SGRC and TPO. TPO shall be responsible for submitting GDOT monthly reports (Monthly Reporting Forms), from information recorded by drivers, information recorded by the scheduling/dispatch software and from information furnished by SGRC. These reports are to be sent to SGRC for review and to GDOT for required submission. These reports for the month ended shall be submitted to the SGRC office by the tenth day of the following month, along with any required backup documentation, and copies of the reports shall be retained for TPO records.

SERVICES DELIVERY PROCEDURES

The following general service delivery procedures will be adhered to by TPO. Further guidelines may be established in the Regional Rural Transit Development Plan (TDP). The TDP shall be considered as part of this contract as well as any other document created to guide the services provided by the Regional Rural Transit System:

1. The TPO shall be required to follow all service guidelines outlined in the TDP, if applicable. TPO will be required to be an active part of the continual development of the TDP. This includes making recommendations and advising on recommendations for change to the TDP. At no time will the TPO be required to develop the TDP without the assistance of SGRC;
2. There shall be no right of refusal based on vehicle availability (with the exception of the maximum passenger load factor) or any consideration other than verifiable catastrophic mechanical failure of the vehicles in the fleet as scheduled on a reservation basis;
3. TPO Dispatcher shall have fair continuous contact with all drivers with in operations;
4. The vehicles must be on time, unless there are extenuating circumstances beyond TPO's or driver's control. A 95% on-time performance rate is required and expected. Notification must be given by TPO to the patron in the event of unavoidable delays;
5. Drivers shall offer general assistance to all passengers as needed to board and depart from the vehicle, not to exceed reasonable physical assistance; secure all wheelchairs; and request passengers buckle their seatbelts, if applicable;
6. Drivers shall refrain from smoking, eating, and drinking at all times. Drivers shall inform passengers to refrain from smoking, eating, and drinking in the vehicles;
7. Drivers shall maintain some sort of daily record of trips provided and relevant information. The format and extent of information recorded shall be determined by SGRC and TPO;
8. Drivers shall inform TPO of any passenger complaints, thereafter; the TPO shall complete a passenger complaint form and send a copy to the SGRC no later than one (1) week from the date of the occurrence. TPO shall also resolve all complaints generated by their services as outlined in the "Passenger and Agency Complaint Procedure" section of the policies and procedures manual;

PERFORMANCE EVALUATION

The SGRC and its governing entity shall evaluate the TPO's service delivery as to determine annual contract renewal. The evaluation shall consist of results from monthly on-board rider surveys, GDOT vehicle inspections, GDOT Drug & Alcohol Monitoring, DHS monitoring, complaints and accidents/incidents. Input from a DHS representative and a GDOT representative will also be considered. The evaluation results from each of the above listed criteria and any other applicable criteria will be presented to the SGRC Transportation Committee, who will recommend contract renewal or contract termination (as applicable) to the SGRC Council.

ARTICLE VI – SCOPE OF ADMINISTRATION AND MANAGEMENT

EMPLOYMENT

Administration Staffing

TPO will be responsible for the hiring and training of all staff persons necessary for the successful operation of the transit system.

TPO will ensure that all staff members are properly trained in areas of basic transit service operations as indicated in the "Qualifications and Training Guidebook." SGRC will assist with various aspects of these training requirements and from time-to-time will request that staff attend regional transit staff enhancement classes, meetings and workshops.

Operations Staffing

TPO will be responsible for the hiring and training of all drivers and mechanics necessary for the successful operation of the transit system.

TPO will ensure that all drivers are trained in areas of basic transit service operations as indicated in the "Qualifications and Training" section of the policies and procedures manual. SGRC will assist with various aspects of these training requirements and from time-to-time will request that drivers attend regional transit driver enhancement classes, meetings and workshops.

VEHICLES

TPO agrees to take possession of and maintain in good working order said vehicles on Annex C.

Vehicle Maintenance/Inspection

1. TPO shall contract with a certified maintenance shop to perform any and all required maintenance as to keep vehicles clean and in good working order and to maintain the continuity of services. TPO will be allowed to utilize its own private maintenance shop upon inspection and approval from SGRC. TPO shall make such maintenance apart of the Monthly Reports submitted to SGRC;
2. In the case that any assigned vehicles are returned to the SGRC for any reason they will be required to be in the same relative working condition as when provided, less normal wear-and-tear;
3. TPO is encouraged, but not mandated, to utilize government rate fuel through SGRC. Such agreement particulars will be established after contract is executed and TPO decides to accept terms of fuel use;
4. TPO shall make each vehicle available for inspections as required by GDOT representatives. GDOT inspections will occur on a semiannual basis and in accordance with the GDOT Vehicle Monitoring Form;
5. TPO shall submit all applicable reports of all services provided using assigned vehicles to SGRC. These invoices shall be part of the Monthly Reports submitted to SGRC;
6. Vehicles listed in Annex C for the Section 5311 Program shall be parked overnight and on weekends at places to be pre-designated by TPO and approved by SGRC.

INSURANCE

General Coverage

TPO will maintain insurance coverage as outlined in Annex D. TPO agrees to name SGRC as an additional insured on the public liability and property damage policy. TPO further agrees that said policies shall contain a provision that said policies shall not be canceled without giving SGRC notice. SGRC shall be furnished certificates of said policies within 30 days of contract execution.

Where this contract elsewhere or where any applicable rules, regulations, or policies of the State of Georgia or the United States and/or their agencies have insurance requirements that conflict or differ, those requirements which are stricter and more favorable to SGRC shall govern and control.

Vehicle Insurance

TPO shall be required, unless otherwise agreed upon by SGRC, to provide insurance coverage for said vehicles listed in Annex C. Such insurance coverage shall be in accordance with the GDOT Risk Management and Annex D of this contract. TPO shall pay SGRC any immediate costs associated with such coverage if warranted.

ACCIDENT REPORTING

TPO and Drivers shall report any accidents to SGRC within one (1) hour of the occurrence or, if the offices are closed, by 9:00 A.M. on the following workday. The driver shall give TPO a copy of the investigating officer's accident report. The TPO shall send copies of the report to SGRC and the GDOT District Representative within three (3) working days from the date of the accident.

TPO, Staff or Drivers shall report any non-vehicular accidents to SGRC within one (1) working day of occurrence or, if the offices are closed, by 9:00 A.M. on the following workday. TPO shall write a complete report of such accidents indicating the cause, resolution and preventive action taken.

AUDITING

TPO shall maintain an acceptable accounting system in according with Federal and State Regulations. TPO may be required to provide for an independent audit at the end of the contract period or at any time as required and requested by SGRC. This end-of-year audit also constitutes the final financial report. The audit shall be performed by a certified or licensed independent auditor. Further details are included in OMB Circular A-128.

ARTICLE VII –ASSIGNED PURCHASE OF SERVICE (POS) & FAREBOX REVENUE

Contracts for service with any other organization or entity other than those assigned by SGRC, shall be negotiated by TPO and submitted to SGRC for review. All contracts for service shall be between TPO and organization/entity. All POS Agreements must at a minimum recover the fully allocated cost.

POS revenue and public fare revenue earned utilizing vehicles listed under Annex C (or their replacements) and/or covered under the insurance provision found in Article VII, Section 3, shall be remitted to SGRC. SGRC will compensate TPO for these trips at the negotiated rate as described in Article VII.

ARTICLE VIII – EXPENSES, REVENUES AND COMPENSATION

COMPENSATION

BASE RATE: TPO shall be paid a base rate of \$ _____ per trip for all Public and Medicaid trips performed on Southern Georgia Regional Transit vehicles. The TPO will also be paid a base rate of \$ _____ per trip for all Georgia Department of Human Services (DHS) trips ordered and authorized by DHS agencies in Region 11.

SPECIAL RATES: During times of natural disaster or pandemic the following special supplemental rates will also be applied:

- **Social Distancing Rate** – \$ _____ per trip, IF the TPO is required to socially distance passengers on vehicles due to pandemic.
- **Trip Differential Rate** - When a significant drop in trip numbers occurs of more than 5% (as compared to the previous year), a trip differential rate will be computed using the percentage of decrease.
- **Flat Rate** – IF, due to a significant drop in trip numbers, the combined rate (base rate, social distancing and trip differential rate) does not produce enough revenue to cover the TPO's monthly fixed costs, a flat rate of \$ _____ per month (# of vehicles @ \$ _____ per vehicle) will replace the trip differential rate. The monthly fixed cost is based on historical expense data and includes a 10% profit margin.

TPO shall seek compensation for transit services only from Purchase of Service revenue, ridership fares and the GDOT Section 5311 program. No additional funds shall be requested of SGRC to cover the costs of operating the public transit system. Payment from the GDOT Section 5311 Program shall, at no time, exceed \$ _____.

The TPO and SGRC reserve the right to review, negotiate and amend rates/compensation as needed. Any rate/compensation amendments will be attached to this contract as a contract amendment.

REVENUE AND EXPENSE REPORTING AND INVOICING

TPO shall adhere to all reporting requirements as outlined in the "Recording and Reporting" section of the policies and procedures manual.

Ridership Fares and POS Revenue: The SGRC shall determine the fare or rate schedule for general public trips within the defined service area. TPO shall be responsible for all such public fare collection. TPO shall be responsible for all Purchase of Service transportation expense billings to the appropriate party on a monthly basis or at other time interval agreed upon. All fares and purchase of service income received shall be remitted to SGRC.

Expenses and Invoicing: TPO shall submit monthly expense reports to SGRC as part of the Monthly Operating Report. TPO shall also submit a monthly invoice, generated from QRyde, to SGRC. Upon receipt and approval of said invoice, SGRC shall prepare and submit to GDOT, the GDOT Operating Reimbursement Form. SGRC shall remit payment to TPO for the services provided in accordance with the Prompt Payment Clause in Section IV of this contract.

RIGHT TO SUSPEND CONTRACT/PAYMENT

SGRC reserves the right in its sole discretion to suspend the contract/payment for services in whole or in part if it appears to SGRC that the TPO is failing to comply with the quality of service or the specified completion schedule of its duties required under this contract and the attached policy and procedure, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of SGRC, in the programmatic performance or service delivery.

COLLECTION OF AUDIT EXCEPTIONS

The TPO agrees that SGRC may withhold net payments (voucher deduction) equal to the amount that has been identified by an audit, regardless of whether such audit exception is made against a prior or the current contract. The TPO may also repay SGRC for the total exception by certified check.

ARTICLE XI – COMPUTER SOFTWARE UTILIZATION

TPO agrees to utilize to the fullest extent the applicable transit software provided by SGRC or GDOT for the management of the transit operations. This includes but is not limited to; client and consumer management, trip orders, vehicle scheduling, driver information, verification, log summary, billing and invoicing, financial reporting and any other aspect of data collection, reporting and management.

TPO agrees to reimburse SGRC for the cost of utilizing and maintaining any software provided by SGRC, or any component of, for each Sub-region assigned to the TPO.

ARTICLE XII – LIABILITY AND INDEMNITY

To the fullest extent permitted by law, the SGRC shall not be liable to TPO or to any other person or entity whatsoever for any damages or injury from any cause whatsoever relating to the System or arising out of the services to be provided pursuant to this Agreement. TPO shall indemnify, defend and hold harmless the SGRC from and against any and all claims of whatever nature, arising from TPO's actions or omissions relating to services to be provided under this Agreement or TPO's operation of the System. This indemnification shall be in addition to any other rights and remedies (including, without limitation, insurance proceeds) to which the SGRC may be entitled under this Agreement, at law or in equity, and shall include all costs, expenses and liabilities incurred in connection with any claim or proceeding brought, including the reasonable expense of investigating and defending any such claim.

THE SGRC SHALL NOT BE LIABLE TO TPO OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, WHETHER SUCH CLAIM IS BASED ON A BREACH OF THIS AGREEMENT, TORT OR NEGLIGENCE OR OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSE OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. IN NO EVENT SHALL THE SGRC HAVE ANY LIABILITY TO TPO FOR ANY COSTS, EXPENSES OR LOSSES RELATING TO OR ARISING OUT OF THE SYSTEM OR TPO'S SERVICES TO BE PROVIDED HEREUNDER.

ARTICLE XIII – NO ASSIGNMENT WITHOUT CONSENT

Neither party may assign or permit the assignment, subcontracting or delegation of this contract, in whole or in part, whether voluntarily, involuntarily or by operation of law, without the express written consent of the other party. For purposes of this contract, a sale or transfer of all or substantially all of

TPO's assets or the sale or transfer of voting control of TPO shall be deemed to be an assignment of his contract. No assignment of this contract shall relieve the assigning party of responsibility or liability for any of its duties and obligations hereunder.

Only upon direct agreement by the Executive Director of SGRC, sub-TPOs approved by SGRC may be used on a limited basis. Such use shall not relieve TPO from full responsibility under the contract.

ARTICLE XIV – SUCCESSORS AND ASSIGNS

TPO and SGRC each binds itself and its successors, executors, administrators, and assigns to the other party to this contract and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract. Nothing contained herein shall be construed as giving any rights of benefits hereunder to anyone other than the TPO and SGRC except as provided in the preceding sentence. Neither party may assign this contract without the written consent of the other party.

ARTICLE XV – FEDERAL REGULATORY COMPLIANCE

No person or persons shall be excluded from participation in, or denied the benefits of this contract on the basis of race, color, creed, national origin, sex, age, or disability under any project, program, or activity performed under the contract.

TPO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin, and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

TPO will conduct any program or operate any facility that receives or benefits from Federal financial assistance in compliance with all requirements imposed by or pursuant to 49 CFR Part 27, Non-discrimination on the Basis of Handicap in Federally Assisted Programs and Activities received or Benefiting from Federal Financial Assistance.

TPO shall comply with Federal and State Laws and regulations pertaining to Federal Transit Act Section 5311 Program Funds to include the Office of Management and Budget Circular 74-7 in the Hatch Act and all related regulations.

ARTICLE XVI – MISCELLANEOUS

This contract is governed by the laws of the State of Georgia.

SGRC employs TPO as an independent TPO and not as an employee or agent of SGRC.

SGRC reserves the right to exempt TPO of any and all parts of this contract governed by SGRC.

Any and all independent policies, agreements, contracts, and regulations that are indirect and/or partial conflict with this contract shall be considered null and void unless written consent is given by SGRC. All regulations governing this document shall be considered superior and in the case of conflict the or where any applicable rules, regulations, or policies of the State of Georgia or the United States and/or their agencies are in conflict or differ, those requirements which are stricter shall govern.

ARTICLE XV – CONTRACT ANNEX, EXHIBIT AND ATTACHMENT INCLUSION

This contract includes annexes as listed below, which are attached hereto:

- Annex A Definitions
- Annex B Schedule of Public Rates
- Annex C Capital Item Inventory
- Annex D Insurance Requirements
- Annex E TPO Approved Annual Budget
- Exhibit A Certification Regarding Debarment
- Exhibit B Certification Regarding Lobbying
- Exhibit C FTA Certifications and Assurances
- Exhibit D Fuel Card Agreement

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

SGRC:
Southern Georgia Regional Commission

TPO:
Contractor Name

Signature

Signature

Printed Name and Title

Printed Name and Title

Date Signed By SGRC

Date Signed By TPO

Federal Employer ID #

Annex A

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 Annex C. 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.

Annex B

SCHEDULE OF PUBLIC FARES

0-10 miles (in county)	\$3.00
Over 10 miles	\$3.00 + .50 each mile over 10

DISCOUNTS

Senior Citizen Discount – 50% Off Normal Fare
(Any person 60 yrs and over)

Frequent Rider Discount – 50% Off Normal Fare
(Any person paying for 10 or more trips within a seven day period)

Annex D
INSURANCE REQUIREMENTS

1. TPO 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 include 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; \$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 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. TPO shall provide a Certificate of Insurance to the Southern Georgia Regional Commission with a thirty (30) day 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 to the end of the contract term, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.

Exhibit A

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

IN LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor the principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department, or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative	Signature	Date
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INSTRUCTIONS FOR CERTIFICATION

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all certifications for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the No procurement List (Telephone 202/245-0720).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit B
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, 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.

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

By: _____

Signature of Authorized Official

Date

Name and Title of Authorized Official

Exhibit C

CERTIFICATIONS, ASSURANCES AND REQUIRED CLAUSES

FTA REQUIRED CLAUSES FOR THIRD PARTY CONTRACTORS AND SUBAGREEMENTS

To the extent applicable, Federal requirements extend to third party contractors and their subcontracts and sub-agreements at every tier. The Contractor, will agree to meet the following Federal requirements in order to enter into this Agreement.

DRUG & ALCOHOL TESTING

49 U.S.C.

5331

49 CFR Parts 653 and 654

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with

49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with
Parts

653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations or, the Cooperative Alliance for Regional Transportation, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit applicable Management Information System (MIS) reports to Eileen Maloney, Executive Director, CART, 50 Nashua Road, Suite 102, Londonderry, New Hampshire 03087. **To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.**

The Contractor agrees further to annually submit a copy of the Policy Statement developed to implement its drug and alcohol testing program.

CHARTER BUS REQUIREMENTS

49 U.S.C.

5323(d)

49 CFR Part

604

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS

**49 U.S.C.
5323(F)**

**49 CFR Part
605**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et
seq.**

**49 CFR Part
18**

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.

ACCESS TO RECORDS AND REPORTS

**49 U.S.C.
5325**

**18 CFR 18.36
(i)**

**49 CFR
633.17**

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49

U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR

18.39(i)(
11).

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

49 CFR Part

18

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 Agreement (***Form FTA MA (2) dated October, 2000***) 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 so comply shall constitute a material breach of this contract.

RECYCLED PRODUCTS

**42 U.S.C.
6962**

**40 CFR Part
247**

**Executive Order
12873**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

**40 U.S.C. § 327 -333
(1995)**

**29 C.F.R. § 5
(1995)**

**29 C.F.R. § 1926
(1995)**

- (1) 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.
- (2) In the event of any violation of the clause set forth in the first paragraph of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 the first paragraph 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 the first paragraph of this section.
- (3) CART 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 the second paragraph of this section.

- (4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.
- (5) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of

1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) 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.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et
seq.**

49 CFR Part 31 18 U.S.C. 1001

**49 U.S.C.
5307**

(1) 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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 modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

**49 U.S.C. Part
18**

FTA Circular 4220.1F

- a. Termination for Convenience (General Provision) - CART may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 CART to be paid the Contractor. If the Contractor has any property in its possession belonging to CART, the Contractor will account for the same, and dispose of it in the manner CART directs.
- b. Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CART may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract

price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CART that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, CART, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) - CART in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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.

If Contractor fails to remedy to CART 's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from CART setting forth the nature of said breach or default, CART 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 CART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach - In the event that CART elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CART shall not limit CART 's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) - CART, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, CART shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the 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, CART may terminate this contract for default. CART shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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 CART.

- g. Termination for Default (Transportation Services) - 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, CART may terminate this contract for default. CART 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 Recipient goods, the Contractor shall, upon direction of CART, protect and preserve the goods until surrendered to CART or its agent. The Contractor and CART 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 CART.

PRIVACY ACT

5 U.S.C.

552

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. §
2000**

**42 U.S.C. § 6102, 42 U.S.C. §
12112**

**42 U.S.C. § 12132, 49 U.S.C. §
5332**

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against

any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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.

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

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

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

**49 U.S.C. § 5310, § 5311, and §
5333**

**29 CFR Part
215**

(1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §

5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §

5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program

agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- (2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part

26

Disadvantaged Business Enterprise Provision

1. The Federal Fiscal Year goal has been set by CART in an attempt to match projected procurements with available qualified disadvantaged businesses. CART goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by CART as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, CART may declare the Contractor non-complaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

- (a) Policy - It is the policy of the Department of Transportation and CART that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of CART to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of CART procurement activities is encouraged.

- (b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, CART may declare the Contractor non-compliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with CART DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CART and will be submitted to CART upon request.
- (e) CART will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- * Identification of qualified DBE
- * Available listing of Minority Assistance Agencies

(a) Disadvantaged business "means a small business concern":

- i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- or
- iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

- * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

(c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a)

of the Small Business Act.

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law.

FLY AMERICA

The Contractor understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-131 through 301.143.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated *terms shall* be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CART requests, which would cause CART to be in violation of the FTA terms and conditions.

Exhibit D

Fuel Card Use Agreement

This agreement, made and entered into as of the 1stst day of July, 2021, 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 “[TPO NAME]” (Contractor), having a mailing address of “[TPO ADDRESS]”.

WITNESSETH

Whereas the parties hereto entered into a contract as of the 1stst day of July, 2021, 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:
<i>Signature:</i>	<i>Signature:</i>
<i>Printed Name and Title</i>	<i>Printed Name and Title</i>
<i>Date Signed By SGRC</i>	<i>Date Signed By TPO</i>

