



FEDERALLY FUNDED

Request for Proposals

RFP Item #25-125

Transit Operations and Maintenance Services

For

Augusta, Georgia – Augusta Public Transit Department

RFP Due: Monday, June 2, 2025 @ 11:00 a.m.

Until further notice

**All bid openings, conferences, and evaluation meetings
will be conducted by electronic teleconferencing via ZOOM.**

Instructions are enclosed.

Sec. 1-10-50. Sealed bids selection method:

Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

***It Is The Responsibility Of The Vendor To Ensure Their Bid Submittal
Is Received By The Time Specified Above.***

One Original and Seven (7) Copies of RFP shall be submitted

***Thanks for doing business with us . . .
Darrell White, Interim Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901***



Table of Contents

Request for Proposal

Electronic Zoom Information

Instructions to Submit

- Purpose
- Viewing of the Augusta Code
- Compliance with Laws
- Proposal for All or Part
- Minority/Women Business Enterprise (MWBE) Policy
- Augusta Georgia License Requirement
- Terms of Contract

Notice to All Proponents

(Required to be returned with your submittal. Both documents must be notarized)

Attachment B-**Must return the 2 pages**

Systematic Alien Verification for Entitlements (SAVE) Program-**Return the 1 page**

Trade Secret Status Affidavit

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Request for Proposal Specifications

No Response Letter

Request for Proposals

Request for Proposals will be received at this office until **Monday, June 2, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: **852 8282 9032**; Passcode: **25125** furnishing:

RFP Item #25-125 Transit Operations and Maintenance Services for Augusta, GA – Public Transit Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Darrell White, Interim Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

A vehicle & facility inspection will be held on Monday, May 12, 2025 from 1:00 p.m. to 3:00 p.m. at Augusta Public Transit, 2844 Regency Blvd., Augusta, GA 30904. Please contact Oliver Page at (706) 823-4400 in advance. Pre-Proposal Conference will be held on Wednesday, May 14, 2025 @ 11:00 a.m. via ZOOM – Meeting ID: 847 6608 9340; Passcode: 25125.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, May 15, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A ten percent (10%) of the total Proposal price for twelve months of full operation of the fixed route, paratransit, Microtransit and maintenance services. A performance and payment bond in the amount of 100% equal to the annual contract sum will be required of the successful proposer for award and annual renewal.**

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Interim Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Interim Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Darrell White, Interim Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle April 17, 24, 2025 and May 1, 8, 2025

Metro Courier April 17, 2025

cc: Tameka Allen Administrator
Sharon Dottery Augusta Transit Department
Oliver Page Augusta Transit Department

Revised: 3/22/21

PROCUREMENT DEPARTMENT

ELECTRONIC ZOOM INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFP Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

ELECTRONIC RFP INSTRUCTIONS

Join from a PC, Mac, iPad, iPhone, or Android device

***Pre-Proposal Conference - RFP Item # 25-152 Transit Operations
and Maintenance Services For the Augusta Public Transit Department***

Wednesday, May 14, 2025 @ 11:00 a.m.

ZOOM RFP Pre-Proposal Conference:

1. Go to <https://zoom.us/join> and enter Meeting ID: 847 6608 9340
2. Passcode: 25125
3. Teleconference: Telephone number: 646 876 9923

***RFP Opening - RFP Item # 25-152 Transit Operations and Maintenance Services
For Augusta Public Transit Department***

Monday, June 2, 2025 @ 11:00 a.m.

ZOOM RFP Opening:

1. Go to <https://zoom.us/join> and enter Meeting ID: 852 8282 9032; Passcode:
2. Passcode: 25125
3. Teleconference: Telephone number: 646 876 9923

OFFICIAL RFP RESULTS will Post within 5 Days

For Assistance: Please Contact the Bid and Contract Team at (706) 821-2888

INSTRUCTIONS TO SUBMIT

INSTRUCTIONS TO SUBMIT

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures.**
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 **All protests shall be made in writing to:**
- Attn: Darrell White**
Interim Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901,
Fax: 706-821-2811 or
Email:
procbidandcontract@augustaga.gov
- 1.6 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program Augusta, Georgia does **not** have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)*
- Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.*
- A copy of this Order can be reviewed at www.augustaga.gov home page.*
- 1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.
- General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.8 **Terms of Contract:** (Check where applicable)
[] (A) Annual Contract
[] (B) One time Purchase.
[X] (C) Other



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract.** Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

WARNING: Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements. Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide): _____

And/or Your State/Local Business License # for your Company (Must Provide): _____

Utility Contractors License # (Must Provide if applicable): _____ MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): _____

Additional Specialty License # (Must Provide if applicable): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) _____: (#2) _____: (#3) _____: (#4) _____: (#5) _____: (#6) _____: (#7) _____: (#8) _____:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the **contractor affidavit** as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:
<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00 **Date of Authorization**

**** (E-Verify Number)** _____

Name of Contractor **Name of Project / Bid Number**

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on _____, _____, 20_____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent **Printed Name and Title of Authorized Officer or Agent**

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

Notary Public **My Commission Expires:** **NOTARY SEAL**

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

[RFP Project Number and Project Name]

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

* Alien Registration Number for Non-Citizens

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

Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a “public record” and is subject to disclosure under the Georgia Open Records Act (“GORA”). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), “[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*].”

O.C.G.A. § 10-1-761(4) defines “Trade secret” as “...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

Therefore, the records listed below and attached hereto, that were submitted with _____ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor _____ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- **Your company is requested to send a redacted copy of your submittal.**

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act (“GORA”).

Signature:

[Signatory Name in Print]

[Signatory’s Title] [Company Name]

[Signatory’s Title]

Date: _____

SUBSCRIBED AND SWORN BEFORE
ME ON THIS _____ DAY OF
_____, 202_.

NOTARY PUBLIC

My Commission Expires: _____

Return form only if applicable. If form is not returned with your submittal, it will be deemed there are no trade secrets in your package submittal.

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. **The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.**

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (in the event the bidder will not meet the MBE and WBE goals).

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154. Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bid number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise Program

535 Telfair Street, Suite 530
Augusta, Georgia 30901
(706) 821-2406

mwbe@augustaga.gov

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

REV. 9/6/24

INSTRUCTION TO PROPOSERS

Augusta, GA, invites qualified firms to submit a proposal to provide Transit Operations and Maintenance Services for the Augusta Transit Department. Your submittal should respond to, and be based on, the information included in this Request for Proposal.

Responses will be received in the office of the Interim Procurement Director at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Monday, June 2, 2025 @ 11:00 a.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project – **RFP 25-125 Transit Operations and Maintenance Services**". No RFP will be accepted by fax, all must be received by mail or hand delivered. **Vendors are required to submit one (1) marked unbound original and seven (7) copies of the RFP.**

Opening will be via ZOOM - Meeting ID: 852 8282 9032; Passcode: 25125

It is the responsibility of the Proposer to have its sealed proposal at the Procurement Department no later than **Monday, June 2, 2025 @ 11:00 a.m.** Proposals received after this deadline will remain unopened and will not be considered.

All firms responding are cautioned to read this RFP carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

A vehicle & facility inspection will be held on Monday, May 12, 2025 from 1:00 p.m. to 3:00 p.m. at Augusta Public Transit, 2844 Regency Blvd., Augusta, GA 30904. Please contact Oliver Page at (706) 823-4400 in advance.

Pre-Proposal Conference will be held on Wednesday, May 14, 2025 @ 11:00 a.m. via ZOOM – Meeting ID: 847 6608 9340; Passcode: 25125.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, May 15, 2025 @ 5:00 P.M. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations.

RFP Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed below.

Darrell White, Interim Procurement Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Failure to provide all of the requested information may cause the RFP to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFP must sign. The Proposer's

response must include a service proposal and fee proposal as well as all other information requested in this RFP. The fees must be the full cost to Augusta. Augusta, Georgia will consider the degree to which each Proposer has submitted a complete Service and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer. If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interest of the Owner. Negotiations may be undertaken with those firms who Statements of Qualifications shows them to be qualified, responsible, and capable of performing the work. The Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made. The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. For a proposal to be considered it must remain valid for at least **90 days** from the time that the Owner receives it. The information contained in this RFP defines and describes the services requested.

The proposal shall be no more than one hundred (100) pages in length, excluding cover letter, required forms, tabs and appendices. **All documents will be typewritten on standard 8 x 11 white paper.** Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal.

The Proposer must package and seal its proposals so that they will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the *Instructions to Proposers* Section.

It is Augusta's intent to evaluate the proposals based on service merit and price and to choose the Proposer whose proposal provides the highest value to Augusta. Augusta reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in Augusta's opinion, such rejection is in the best interests of Augusta.

No RFP may be withdrawn for a period of 90 days after RFPs have been opened, pending the execution of contract with the successful bidder(s).

NOTE: Augusta reserves the right to accept a proposal, as submitted, and upon Commission approval enter into a contractual agreement with that selected Proposer. Consequently, it is imperative that all Proposers submit the best service and cost offer in the initial submission.

The funding for this procurement is as follows:

SOURCE	PERCENT
Federal Funds	80%
Local Funding	20%

SECTION 1 DEFINITIONS

Accident: An event that involves any of the following – loss of life; a report of a serious injury to a person; a collision of a public transit vehicle; an evacuation for life safety reasons at any location, at any time, whatever the cause.

Agreement and Contract: The Contract between Augusta, Georgia/Augusta Transit and the Contractor resulting from this RFP.

“Augusta, Georgia” or the “City”: Means Augusta, Georgia, which acts through its Board of Commissioners and Mayor.

Bid: Process by which bus operators choose their work assignments; also, an Operator’s individual weekly work schedule.

Blocks/Blocking: Vehicle schedule based on/designed to deliver scheduled bus service.

Board of Commissioners: The governing body of Augusta-Richmond County, Georgia.

City: Refers to the City of Augusta, Georgia.

Contract: The agreement that Augusta, Richmond will have with the successful Proposer for the provision of transit services to Augusta, Georgia.

Contractor: The successful Proposer awarded the Contract and selected/awarded to provide transit operations and maintenance services to Augusta, Georgia.

Deadhead: Service time when the vehicle is NOT available to transport passengers, but is away from the Operations & Maintenance (O&M) facility, usually travelling between the facility and the location where revenue service will begin.

Equipment: Transit equipment owned by Augusta, Georgia and used and maintained by the Contractor in providing the Scope of Work covered by this Request for Proposals.

Event: Any accident, incident, or occurrence.

Federal Transit Administration (FTA): The FTA is one of Augusta Georgia/Augusta Transit’s funding partners and the source of many of the rules and regulations with which Augusta Transit and the Contractor must comply.

Fiscal Year (FY): Augusta Transit’s fiscal year runs from January 1 through December 31. Georgia Department of Transportation’s fiscal year runs from July 1 through June 30. Department of Transportation’s fiscal year runs from October 1 through September 30.

Fixed Route: A system of transporting individuals on which a vehicle is operated along a prescribed route according to a fixed schedule.

Georgia Department of Transportation (GDOT): GDOT is one of Augusta Georgia/Augusta Transit’s funding partners and the source of many of the rules and regulations applicable to rural transportation with which Augusta Transit and the Contractor must comply. In addition, Augusta Transit receives FTA funds through GDOT and therefore their requirements in the State Management Plan shall be applicable to Augusta Transit and the Contractor.

Incident: An event that involves any of the following – a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Key Performance Indicator (KPI): A measured, or computed metric based on real- world data, used to gauge the status and quality of the service overall, or of a particular aspect of the service.

Liquidated Damages: Damages as may accrue and be due and payable by Contractor to Augusta, Georgia under their respective Contract for failure to meet the Performance Standards. Liquidated Damages are an exact amount of money, or a set formula to calculate the amount of money that must be paid if the Contractor fails to meet certain contractual requirements.

Major Mechanical Failures: Failures caused by vehicle malfunctions or subpar vehicle condition which require that the vehicle be pulled from service.

Microtransit: A form of demand-response transit service that offers flexible routing and/or flexible scheduling.

Missed Trip (Fixed Route): Any scheduled revenue service trip which is not operated, or which is operated more than one half-headway late for that route and service hour (i.e. 15+ minutes late on an hourly route).

Missed Trip (Paratransit): Any negotiated trip not performed or performed more than one (1) hour later than the negotiated pickup time.

Mobile Data Terminal (MDT) or Ranger: In-vehicle device allowing for electronic communication between the vehicle and dispatch.

Non-preventable Accident: An accident which occurred despite the bus operator doing everything they reasonably could have done to avoid or prevent the accident.

National Transit Database (NTD): A Federal database of performance statistics from all transit agencies receiving federal funding.

On-Time (Fixed Route): When a bus departs a published timepoint exactly at the published departure time and up to five (5) minutes after the published departure time.

On-Time (Demand Response and Microtransit): When a bus arrives to pick up a passenger between 15 minutes earlier than the Negotiated Pick-up Time, up to 15 minutes after the Negotiated Pick-up Time.

Operator or Bus Driver: A person who drives vehicles professionally for the Contractor.

Paddle: Formatted report describing a single daily Operator assignment (Run).

Paratransit: A specialized transportation service providing curb-to-curb shared ride service for eligible persons with disabilities. This service is complementary to the Fixed Route Local service in accordance with the Americans with Disabilities Act of 1990.

Passenger: A person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Standard: The performance criteria or KPI that the Contractor is required to meet as contained in the RFP.

Preventative Maintenance: Regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for

systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Proposal: The qualifications, services, support, and prices offered by the Proposer.

Proposer: A firm or consortium or entity submitting a Proposal in response to this Request for Proposal to provide operations and maintenance services to Augusta, Georgia.

Public Transportation Agency Safety Plan (PTASP): The documented comprehensive agency safety plan for a transit agency that is required by 49 USC 5329 and this part.

Revenue Hour: The time a revenue service vehicle is in revenue service, including recovery time but excluding deadhead time.

Revenue Miles: The number of miles scheduled to be operated by revenue service vehicles in revenue service, excluding deadhead.

Revenue Service: Service time when the vehicle is available to transport passengers, and operating on regularly scheduled and published fixed route service including inservice layovers as depicted in the Augusta Transit bus schedules, and Demand Response or Microtransit service from the time of first passenger pick up to last passenger drop

Revenue Service Vehicle: Any vehicle owned or leased by Augusta, Georgia and used by the Contractor to provide fixed route, ADA/paratransit, rural or Microtransit services under the Agreement.

Road Call: Any deployment of maintenance personnel to a location other than the O&M facility in response to a vehicle operating problem or reported problem; includes Major Mechanical Service Failures, Other Mechanical Service Failures, and non-mechanical requests for service in the field.

Run: One (1) or more workpieces combined into an individual daily Operator assignment, including specified trips to be performed and scheduled paid and unpaid breaks

Run Cut: Blocks divided into Runs.

Rural Transit: Means on-demand public transportation services that served the non-urbanized areas of Augusta-Richmond County.

Scope of Work: Description of services to be provided under the Contract.

Service or Services: The Transit System Service and Support (also “transit system”) as described in this Request for Proposal (RFP# 25-999) and workmanship and material furnished or used in performing the services.

Service Change: Pre-planned change in Augusta Transit’s operating schedules.

Service Hours: Regular hours during which Augusta Transit’s bus service is scheduled to operate, typically grouped by schedule day, e.g.: Weekday or Weekend.

State of Good Repair: The condition in which a capital asset is able to operate at a full level of performance.

Successful Proposer: The firm, consultant or entity to be selected to provide transit services to Augusta, Georgia.

Support Vehicle: A vehicle that is used to support transit services (such as a supervisory or relief vehicle) but is not used in revenue service.

Transit Agency: An operator of a public transportation system.

Transit Asset Management (TAM) Plan: The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 USC 5326 and 49 CFR Part 625.

Transport Workers Union of America (TWU) Local 527: A labor organization representing the Contractor's Operators and mechanics.

Trip: The complete route for a Revenue Vehicle from starting time to end time as indicated on the corresponding schedule.

Vehicle Revenue Hours (VRH): The hours that vehicles actually travel while in revenue service. Vehicle revenue hours include in-service layover/recovery time, and exclude deadhead, training, and vehicle maintenance testing.

Vehicle Revenue Miles (VRM): The miles that vehicles actually travel while in revenue service. Vehicle Revenue Miles include only in-service miles, and exclude deadhead, training, and vehicle maintenance testing.

End of Section 1

SECTION 2 GENERAL INFORMATION

Proposing firms must not be on the System for Award Management (SAM) www.sam.gov list of ineligible firms. The successful Proposer must have and be able to demonstrate a minimum of five (5) years' experience in providing strategic, operational and management services to transit systems of similar size as Augusta Transit.

Any personnel proposed by the firm to render services must possess firsthand working knowledge and experience in the majority if not all facets of public transportation administration, operations, and strategy.

Federal Transit Administration (FTA) will be providing Federal assistance for this project.

Federal Funding amount is 80% for Augusta Transit's capital improvement projects and 50% for Augusta Transit's operation costs. The Catalog of Federal Domestic Assistance (CFDA) number to identify federal funding is 20.526 - Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Programs, US Department of Transportation (DOT)/FTA Formula Grants.

INTRODUCTION

Augusta, Georgia, is soliciting technical and cost proposals from qualified sources for the operations, maintenance, and administration of Augusta Transit. **The Request for Proposals (RFP) solicitation document and thumb drive with appendices, attachments and exhibits will serve as the basis for your proposal.**

Augusta, Georgia considers the detailed services which are envisioned and described below to be necessary, and currently intend these items and services, as a minimum, to reflect the Scope for a prospective Contract. **All Proposers shall presume the entire Scope in Sections 3 - Scope of Work and Section 6 – Operations and Maintenance of Augusta Transit to be required.** The actual, final Scope of Services, however, may differ, may be greater or lesser, and shall be determined in the subsequent RFP processes prior to execution of a Contract with a successful firm, at the sole discretion of Augusta, Georgia, pursuant to the best interests of Augusta, Georgia.

Any substantial services, means, methods, alternatives or innovations which a Proposer feels should be considered by Augusta, Georgia and which significantly fall outside this Scope of Services must be specifically addressed in the last deliverable of the Technical Proposal as directed by this RFP.

It is the intent of Augusta, Georgia to retain one Contractor to operate, maintain and administer all Contractor-identified Services, such that nothing remains to be purchased, provided or supplied by Augusta, Georgia, other than existing Augusta, Georgia-owned Revenue Vehicles and equipment listed. The Scope of Services to be performed by the selected Contractor includes specific services described below as well as Reporting Requirements, Turnover/Contract Completion, and Turnover/Contract Start.

Specific performance standards (or Key Performance Indicators (KPI)) have been delineated in the RFP in order to achieve the Augusta, Georgia's goal of providing safe, efficient, and reliable transit service. Strict adherence to the specified performance standards is required under the Contract, which will be included as part of the RFP. The RFP itself will constitute and be made a part of the contract.

Augusta, Georgia reserves the right to waive minor irregularities or informalities in the RFP. Augusta, Georgia reserves the right to reject all Proposals.

Proposers must submit Proposals on all the requirements shown below.

- Local fixed route public transit service
- Americans with Disabilities Act (ADA) complementary paratransit service
- Rural transportation service
- Battery Electric Bus (BEB) operations and maintenance
- Microtransit service
- Paratransit Certification and Recertification including Passenger Assistance, Safety and Sensitivity (PASS) Certification
- Customer Service and ride experience
- Transportation Fairs and Public Events
- Bus Pass Sales Program
- Bus schedule distribution to outlets
- Maintenance and cleaning of bus stops, shelters and Transfer Facilities/Points
- Safety, Workforce Development/Training and Compliance (including adherence to Public Transit Agency Safety Plan (PTASP) directives)
- Revenue collection/counting and deposit and Fare Media operations and maintenance
- Maintenance, safety training and certification (including Clean Energy Vehicles)

The Contractor shall assist and cooperate with Augusta Transit in meeting the objectives of providing quality transportation services. The Contractor shall perform close liaison activities, coordination, and cooperation with Augusta Transit on matters related to operations, monitoring, reporting and service performance measurements, and will respond immediately to any inquiries, concerns, and requests of Augusta Transit.

Near Term Developments and Expectations

A Transit Development Plan (TDP) for Augusta Transit was completed in 2009. It is the intention of Augusta Transit to update its TDP during the duration of this contract. A Comprehensive Operational Analysis (COA) of Augusta Transit was completed in 2016/2017. It is the intention of Augusta Transit in 2025 to contract a consultant to conduct a fixed route assessment of the existing network, destinations served/unserved and scheduling in order to recommend service improvements.

Augusta Transit is committed to sustainability and will commence in 2025 a multi-year transition from its current fixed route revenue fleet composed primarily of diesel GILLIG and Orion low-floors and gasoline cutaway vehicles to include battery electric vehicles during the term of the Contract. Augusta Transit seeks a Proposer to partner and collaborate during this important period of transition. Initial replacement of diesel fixed route vehicles with electric buses is scheduled to commence in late 2025.

During this period of transition several of the fixed route buses and associated equipment will be close to, at or will exceed their Useful Life Benchmark (ULB) or recommended age of replacement. Aging fleet vehicles and equipment may present unique operational and service challenges and it is incumbent for any proposing Contractor to perform the necessary due diligence and make an informed assessment of the status-quo by participating in pre-bid meetings or attending optional site visits. Failure of a Contractor to meet KPIs based on the age and functionality of buses or equipment will not be a valid excuse to avoid liquidated damages unless the Client is made aware beforehand and in writing of any challenge faced.

The current operations and maintenance facility (2844 Regency Blvd, Augusta) is scheduled to commence the upgrade of its site to accommodate Battery Electric Bus (BEB) maintenance, operations and electric charging during the first quarter 2025. In support of the transition to BEBs, Augusta Transit will embark on an extensive retrofit of its maintenance facility to bring in charging equipment and associated infrastructure. While disruptions due to this upgrade will be minimized to the greatest possible extent it is expected that the Contractor will work proactively with Augusta Transit's engineering and construction vendors to maintain reliable operations while the construction proceeds.

Given Augusta Transit's timetable for the transition to BEBs, experience diagnosing and maintaining these assets will be an essential asset for the successful Proposer. The successful Contractor will be tasked with operating and maintaining Augusta Transit's mixed fleet of diesel and battery electric buses. The state of the industry is changing rapidly, and many lessons have still to be learned, and best practices shared regarding running traditional bus operations using BEBs. However, early results from transit agencies that have already deployed BEBs are unambiguous as to its environmental benefits. Strict adherence to proper charging schedules and most importantly correct driving habits are essential to achieving the full range, benefits and utility of BEBs.

It is expected that the Proposer has the skillset, knowledge as well as resources to operate and maintain diesel and battery electric vehicles. In addition, the Contractor will be required to train operators, maintenance, dispatch and administrative personnel to very high standards such as National Institute for Automotive Service Excellence (ASE) Certification of skillsets. Augusta, Georgia will adopt a 'Carrot-and-Stick' approach to transit operations and service and will apply liquidated damages to ensure expected performance is achieved and maintained. 'Carrot' relating to financial incentives for meeting or exceeding performance expectations and 'Stick' the resulting penalty in the form of liquidated damages for failing to meet performance thresholds. It will be imperative for the successful Contractor to monitor performance closely on an ongoing basis to ensure that applicable standards are adhered to. A Contractor that has experience operating regular fixed route and demand response bus service, using a combination of diesel and battery electric buses at scale will be critical to the success of the project.

Service Provision AND APPROVALS

Since 2011 Augusta, Georgia has utilized the services of an independent Contractor to provide operations, maintenance, safety and customer service for its transit system. Augusta Transit as a Department of the City of Augusta will conduct contractor oversight, monitoring of the system, and service planning. Augusta Transit provides the operations, administration and maintenance facility, vehicles (revenue and non-revenue) and fixed facility equipment (vehicle lifts, bus wash, fuel stations, electric bus charging equipment, and pressure washer).

Augusta Transit is the primary authorizing agency for routes, schedules, and fares for its services. Working with a regional planning partner at the Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) both entities are able to research changes to transit services including recommending new routes, destinations or schedules. Recommendations forthcoming from this research are forwarded to the Augusta, Georgia Board of Commissioners for final approval.

End of Section 2

SECTION 3 SCOPE OF WORK

3.1. SCOPE OF WORK – GENERAL

Augusta, Georgia is seeking an outside Contractor or firm to provide the operation of its public transportation service (known as transit service operations). The scope of this project includes the provision of all vehicle operators (drivers), workforce development, maintenance and cleaning of vehicles, supervision of services, dispatching of vehicles, administrative and customer service functions, management oversight, and coordination with City personnel to support transit service enhancements or service modifications.

In February 2021 Mayor Hardie Davis Jr. of Augusta, Georgia proposed the conversion of Augusta's motor vehicle fleet to zero-emission electric vehicles. This goal to transition the City of Augusta's vehicle fleet includes Augusta Transit. In 2022 Augusta Transit published its Climate Action Plan with a stated goal 'Transition to clean energy fueled revenue and non-revenue vehicles by 2031.' The pace of transition of Augusta Transit revenue service fleet will be dependent on availability federal, state and/or local funding.

It is expected that the successful Contractor has experience in the commissioning of new transit vehicles; experience in integrating electric buses into the transit fleet; has demonstrated competence in clean energy vehicle operations and maintenance in addition to a verified commitment to workforce development.

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

3.2. AGENCY DESCRIPTION

The City of Augusta purchased the Augusta Coach Company, a privately-owned company, in October of 1973 and began operating its routes and schedules. A Department of Augusta, Georgia, Augusta Transit provides fixed and demand responsive routes serving the Augusta-Richmond County metropolitan area. Augusta Transit's fixed route system is primarily radial with the majority of services terminating at the Broad Street Transfer Facility (BSTF) near Downtown Augusta (1546 Broad Street). BSTF is the main transit hub for Augusta Transit. A secondary hub, the Gordon Highway Transfer Point (GHTP) located at 2600 Deans Bridge Rd, Augusta.

Augusta Transit's mission is to 'give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.' Online information about Augusta Transit's services can be found at www.augustatransit.com.

Richmond Transit serves the rural portions of Augusta-Richmond County (McBean and Blythe) with a fleet of seven (7) paratransit/cutaway buses (provided by the Georgia Department of Transportation (GDOT)).

3.3. SERVICE DESCRIPTION

Augusta, Georgia operates a public transit system known as Augusta Transit and Richmond Transit. A fixed route service area of 25 square miles with a service area population of 204,484 (2023 National Transit Database (NTD)). Currently, Augusta Transit's service offerings include: nine (9) fixed routes and paratransit, 619 bus stops (including transfer facilities), 92 shelters, 71 trash cans and 92 benches.

Richmond Transit provides rural services, enabling rural-based riders connect with rural and urban destinations in the county.

Fixed Route

Augusta Transit's fixed route network, current schedules and service area are presented in **Appendix 1**.

- **Route 1 - Blue Line/Walton Way**
- **Route 2 - Gray Line/West Parkway**
- **Route 3 - Gold Line/East Augusta**
- **Route 4 - Purple Line/Turpin Hill**
- **Route 5 - Green Line/Washington Road**
- **Route 6 - Brown Line/Gordon Highway**
- **Route 7 - Pink Line/ Augusta Mall**
- **Route 8 - Orange Line/Barton Chapel**
- **Route 9 - Red Line/Lumpkin Road**

Typical fixed route headways vary from a minimum 40 minutes to a maximum 1 hour 20 minutes. Additional information on each route is presented in **Appendix 2**. All routes are subject to change or termination.

Fixed route service is provided primarily within Augusta-Richmond County. However, Route #5 Green Line/Washington Road serves the West Town Shopping Center at Washington Rd/Davis Rd just inside Columbia County, Georgia. Augusta Transit local buses interface with the Best Friend Express (BFE) operating in Aiken County at Augusta Transit's Broad Street Transfer Facility (BSTF). Currently, Augusta Transit does not operate any transit service on Sunday.

New routes may be added, or existing routes may be modified as Augusta, Georgia deems necessary. Routes and service changes may take place during the course of the resulting contract to improve service and efficiency. The Contractor will be REQUIRED to assist Augusta, Georgia in identifying strategies and service changes for maximizing the productivity and cost-effectiveness of the overall transit system.

Augusta Transit reserves the right to adjust Vehicle Revenue Hours (VRH) during the term of this Contract. This includes any adjustment necessary in vehicles allocated to perform this Service. Augusta Transit shall have the option to add or delete from the given schedule or to re-deploy service to other areas based on demand or changes in service productivity. The Contractor will provide service subject to route changes, additions and deletions during the term of this Contract.

The Contractor will print and provide a minimum of 1,000 sets of fixed route maps every six (6) months and after any route changes. Bus schedule pamphlets and maps must be approved by Augusta, Georgia.

ADA Paratransit

ADA complementary paratransit service operates within Augusta-Richmond County, Georgia. ADA paratransit service (aka Demand Response) is available to qualified seniors (ages 65 years old and older) and certified persons with disabilities who are unable to use a regular Augusta Transit fixed route bus, access an Augusta Transit bus stop, or otherwise navigate the regular fixed route bus system due to a disabling condition as defined by the Americans with Disabilities Act (ADA).

The program provides origin to destination paratransit service to eligible and certified persons with disabilities within a three quarter (3/4) mile corridor along all fixed route bus routes within Augusta,

Georgia, operating the same hours and days. Scheduling, dispatching, and reservations are handled through the use of Augusta Transit's Trapeze computer software.

Augusta Transit reserves the right to adjust ADA/Paratransit VRH during the term of this Contract. This includes any adjustment necessary in vehicles allocated to perform this Service. Augusta Transit shall have the option to add or delete from the given schedule or to re-deploy service to other areas based on demand or changes in service productivity. The Contractor will provide service subject to route changes, additions and deletions during the term of this Contract.

Rural Transit

Rural transit service (funded by Section 5311) serves the rural parts of Augusta-Richmond County, Georgia and operates in compliance with GDOT guidelines.

Augusta Transit reserves the right to adjust rural VRH during the term of this Contract. This includes any adjustment necessary in vehicles allocated to perform this Service. Augusta Transit shall have the option to add or delete from the given schedule or to re-deploy service to other areas based on demand or changes in service productivity. The Contractor will provide service subject to route changes, additions and deletions during the term of this Contract.

Microtransit

Augusta Transit intends during the term of the contract to pilot test Microtransit services, primarily serving the South Augusta area. At the time of writing a specific date has not been determined. Microtransit is defined as an Information Technology (IT) enabled multi-passenger shared ride transportation service that serves passengers using dynamically generated routes and flexible scheduling. The Microtransit service will be fully ADA accessible curb-to-curb and on-demand service with a focus area of South Augusta.

Rides are booked and paid for in real-time through an app or telephone call and as such vehicles cannot be flagged down on a street nor are fares of any type taken by the driver. In some cases (excluding the mobility disadvantaged) Microtransit services do not offer door-to-door service and passengers will have to make their way to and from common [virtual] pick-up or drop-off points.

Augusta Transit will operate the Software-as-a-Service (SaaS) Microtransit model provided by Via. The ride matching software program and tablets (driver equipment) are provided, maintained, and updated by Via. Augusta Transit intends to purchase passenger vans (owned by Augusta, Georgia) to provide Microtransit service, such as the Ford Transit 350 or RAM Promaster 3500, as these vehicles are able to provide transit-like service but on a smaller, more flexible scale. At a minimum the Contractor will:

- Provide and train a dedicated Microtransit staff to include drivers, dispatch and maintenance staff.
- Provide same day on-demand service.
- Maintain all Augusta, Georgia provided vehicles.

Operations Statistics

Based on 2023 National Transit Database (NTD) data, the annual average weekday ridership for the nine (9) fixed routes is 1,430. The annual average Saturday ridership for local fixed route service is 869. Similarly, the annual average weekday ridership for paratransit service is 66 trips and the annual average Saturday ridership is 34 trips.

NTD deadhead hours, revenue hours and passenger trips data for Augusta Transit for 2021-2023 years are displayed below.

Fixed Route	Year 2021	Year 2022	Year 2023
Deadhead Hours	23,928	22,354	29,020
Vehicle Revenue Miles	506,367	434,090	525,624
Vehicle Revenue Hours	41,755	42,141	42,568
Unlinked Passenger Trips	505,022	404,344	405,478
Annual Passenger Miles Traveled	1,788,710	1,440,975	1,635,461

Demand Response	Year 2021	Year 2022	Year 2023
Deadhead Hours	13,228	17,185	26,120
Vehicle Revenue Miles	158,127	139,600	117,158
Vehicle Revenue Hours	11,791	10,538	9,941
Unlinked Passenger Trips	25,187	20,907	18,504
Annual Passenger Miles Traveled	126,788	106,566	90,671

3.4. HOURS OF SERVICE

The current Fixed Routes operating hours for local service is **Monday through Saturday; 6:30 a.m. through approximately 8:00 p.m.** Complementary paratransit (ADA) service is provided on the same days and during the same hours as local fixed route service. There may be occasions when local service hours are reduced due to holidays, special events or emergency service. Rural transportation operating hours: **Monday through Friday, 6:00 a.m. through approximately 6:00 p.m.**

Augusta Transit in line with Augusta, Georgia does not operate on the following holidays:

- New Year’s Day (January 1)
- Martin Luther King, Jr. Birthday
- Memorial Day
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Christmas Eve (exception regular service operated till 6pm)
- Christmas Day

Augusta Transit does operate on the following holidays:

- Good Friday
- Veteran’s Day (November 11)
- Day after Thanksgiving

Augusta Transit does not operate any transit service on Sunday. However, **Augusta, Georgia reserves the right to extend the hours or days of service, and to include holiday or Sunday service.** Changes in the service area and service schedule policy will be developed as service changes are needed, meeting

all Federal Transit Administration (FTA) regulations. It is expected that schedule and route changes may be required at different times depending on Augusta Transit’s requirements.

Days of operations for Augusta Transit’s fixed route and ADA paratransit services are provided below.

Year	2022	2023	2024
Weekday Service Days	253	252	254
Saturday Service Days	52	52	52
Total Service Days	305	304	306
Rain & Snow Days*	59	54	48

**The rain and snow days are tracked to determine if limited service or no service will be provided and why. These numbers play a role in NTD reporting of days operated.*

3.5. Revenue hours and revenue miles

The Revenue Hours and Revenue Miles are estimates of the fixed route services to be provided for any given service year. Proposers should use them as the basis for developing their price proposals in response to this RFP. These amounts may vary up to 20% +/- depending on need and changes in the fixed route network. The estimated maximum revenue hours and revenue miles for fixed route services (as at December 31, 2024) covered by this RFP are identified in summary form in the following chart:

	Base Year 1	Base Year 2	Base Year 3	Base Year 4	Base Year 5
# Weekdays	254	254	254	254	254
# Saturdays	52	52	52	52	52
Estimated Service Days	306	306	306	306	306
Revenue Hours	43,158	43,158	43,158	43,158	43,158
Revenue Miles	558,678	558,678	558,678	558,678	558,678

3.6. CURRENT FARES AND FAREBOX REVENUE

Current fares charged are as follows:

Fare Type (Fixed Route)	Cost
Adult One-way	\$1.25
Youth Under Age 18 (I.D. Required)	\$0.60 (sixty cents)
Senior Citizens (I.D. or Medicare Card Required)	\$0.60 (sixty cents)
Persons with Disabilities (AT issued ID Card Required)	\$0.60 (sixty cents)
Children under 42" Height	Free
Augusta Transit Transfers	\$0.50 (fifty cents)

Special reduced fares for senior citizens and persons with disabilities are available all day (on fixed route services), Monday through Saturday.

Fare Type (Paratransit)	Cost
Adult One-way Paratransit	\$2.50
Adult One-way Paratransit	\$3.50
Adult One-way Paratransit	\$6.00

Paratransit fares (double the fixed route fare) are determined by the number of fixed route buses and transfers required to complete a trip. Paratransit fares are twice the fare for a comparable trip on the fixed route system. Augusta Transit does not provide service outside the ¼ mile fixed route corridor. Paratransit fares are as follows:

Trip	Fixed Route	Paratransit
One (1) fixed route bus no transfer	\$1.25	\$2.50
Two (2) fixed route buses including one (1) transfer	\$1.75	\$3.50
Three (3) fixed route buses including one (1) transfer	\$3.00	\$6.00
Four (4) fixed route buses including two (2) transfers	\$3.50	\$7.00

Fare Type (Rural)	Cost
Adult One-way	\$3.00

Revenue from farebox and ticket sales for Augusta Transit is presented below.

Year	2021	2022	2023
Farebox, Tickets & Passes Cash Revenue	\$178,913	\$378,117	\$359,072

3.7. TRANSFERS

Transfers in the same direction of travel are valid for up to two (2) hours from the time they are issued. Transfers are valid only on one (1) different route from the route that issued the transfer. Taking a trip requiring three (3) buses will involve paying two (2) regular fares and one (1) transfer. Passengers are required to ask for a transfer on boarding the bus. No transfers are available on Richmond Transit (i.e., rural services).

3.8. DISCOUNTED TICKETS AND PASSES

Regular riders are able to save money on individual fares through purchasing weekly or monthly passes as follows:

Pass Type	Cost (Regular)	Discounted
7-Day Pass	\$15.00	\$7.50
31-Day Pass	\$50.00	\$25.00

Passes allow unlimited trips with transfers for the validity period. Tickets are discounted ½ off for Youth Under Age 18, Senior Citizens, and Persons with Disabilities (all require ID to verify eligibility).

Fares, fare structure, and ticket media are subject to change.

All pass sales are final and non-refundable. Augusta Transit is not responsible for lost or stolen passes. Passes and fares are subject to Augusta Transit rules, regulations and tariffs and are not valid if damaged. Failure for a passenger to pay the appropriate fare constitutes fare evasion. Riders are encouraged to protect their tickets and/or passes.

Supervisors or Customer Service representatives at the BSTF are able to sell weekly and/or monthly passes to passengers. The One-ride-plus-Transfer ticket, weekly and/or monthly passes and discounted tickets-in-bulk (only available to registered nonprofit agencies) can be purchased from Augusta Transit's administrative offices (2844 Regency Blvd).

3.9. PARATRANSIT RESERVATIONS

Reservations are accepted Monday through Friday between 8:00 a.m. and 5:00 p.m., Augusta Transit's business hours. Augusta, Georgia reserves the right to change the days or hours of paratransit reservations according to Federal Guidelines without an additional charge to Augusta, Georgia.

3.10. RURAL TRANSIT RESERVATIONS

Reservations are accepted Monday through Friday between 8:00 a.m. and 2:00 p.m. Augusta, Georgia reserves the right to change the days or hours of paratransit reservations according to GDOT Guidelines without an additional charge to Augusta, Georgia.

3.11. Microtransit Reservations

Reservations are completed in real time and cannot be honored outside of Microtransit operating hours.

3.12. Modifications/ Service Changes

Augusta, Georgia may modify or adjust the Services provided under this Contract at any time including, but not limited to, extending, deleting from, or adding to the service area and a corresponding revision of Services; temporarily or permanently modifying routes; and reallocating, decreasing or increasing Vehicle Revenue Hours or the frequency of service. Changes in Revenue Vehicle fleet mix do not constitute a service change for purposes of this Section.

Process for Service Changes

During the term of the Contract, Augusta, Georgia and the Contractor will evaluate ridership changes, changes in hours of service demand, trips per run, capacity constraints, and on-time performance to determine if a service change is appropriate. If the current level of service no longer meets Augusta, Georgia's service standards or requirements, Augusta, Georgia may request, in writing, that the Contractor prepare for a service change. The written request will outline whether there will be any change to the Fixed Monthly Rate, Vehicle Revenue Hour Rate, Revenue Vehicle deployment requirements, and other resources necessary to accommodate the service change.

Contractor Response to a Service Change Request

Within ten (10) days of receipt of a request for a service change, Contractor shall provide Augusta, Georgia, in writing, with (a) a timeline for implementation of the service change; (b) an estimate of the cost or savings of the proposed service change; (c) the anticipated impact of the service change on existing operations; (d) the necessity for any additional capital equipment to implement the service change; and (e) the feasibility of the service change. Contractor may also propose service changes for Augusta, Georgia's review and may suggest alternatives or modifications to the Services proposed by the County.

Service Change Implementation

Augusta, Georgia shall review the information provided by the Contractor and may: (a) instruct Contractor to proceed with the development and implementation timeline for the service change as originally proposed by Augusta, Georgia; (b) instruct Contractor to implement the service change with modifications; or (c) notify Contractor that the proposed service change will not be implemented. Only those service changes directed and approved by Augusta, Georgia, in writing, shall be implemented by Contractor.

Rate Adjustments

In the event of a major service change, Contractor may request a renegotiation of the then-applicable fixed monthly rate or vehicle revenue hour rate. Any rate adjustment requested must be submitted to Augusta, Georgia, as applicable, in writing and shall provide quantitative documentation that the proposed major service change has resulted, or will result, in additional costs to the Contractor in the operation or maintenance of the revenue service vehicles under this Contract.

Augusta, Georgia is not obligated to agree to such request but will review and consider such request in good faith. Contractor is not entitled to request renegotiation of the then-applicable fixed monthly rate or vehicle revenue hour rate for minor service changes. Augusta, Georgia may direct the Contractor to make temporary modifications in the Services provided or the schedules in order to address short term operating problems or issues.

Other Route and Service Modifications

Modifications caused by non-recurring events (such as accidents and inclement weather) are the responsibility of the Contractor. Route and service modifications necessitated by recurring events (such as street closure for special events) are also the responsibility of the Contractor and must be approved by Augusta, Georgia. In case of an emergency, the Contractor shall immediately modify schedules and routes to protect public safety or as may be directed by Augusta, Georgia.

State, Regional or County-wide Emergencies

Upon the declaration of an emergency (by the Governor of Georgia, Mayor of Augusta, Georgia, for example), the Contractor may become responsible for a number of transportation-related activities such as transportation to warming/cooling shelters, including the implementation of emergency travel routes and coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall deploy vehicles in a manner described by Augusta, Georgia, or GDOT as part of any transportation emergency operations plan.

In the case of a declared medical emergency (such as a pandemic), the Contractor will implement the applicable approved Standard Operating Procedures (SOPs) to mitigate and protect their staff, Augusta, Georgia and Augusta Transit, and the customers. The Contractor will comply with State and Federal health guidelines as issued. Augusta, Georgia in partnership with Augusta Transit will direct an adjustment in service level requirements as needed for the duration of the emergency.

Revenue Vehicle Breakdown

The Contractor shall dispatch a spare revenue service vehicle in the event of a revenue service vehicle breakdown. Augusta, Georgia reserves the right to establish additional criteria regarding expeditious response in the event of breakdowns.

Disabled Vehicles

The Contractor shall remove any vehicle disabled by accident, mechanical problems, or any other reason, from the scene within two (2) hours after the first report. The Contractor shall keep an employee with the vehicle while it is removed. If the vehicle has been damaged by collision or fire and must be towed (excluding a Battery Electric Bus which must be removed by some other means), the full vehicle must be covered by a tarpaulin or other means. The Contractor shall comply with all applicable state and local height restrictions in towing or otherwise removing vehicles.

Service Continuity Plan

The Contractor shall provide a Service Continuity Plan (SCP) designed to maintain service at its normal levels. The Contractor is expected to take any necessary action to prevent or minimize inconvenience experienced by our passengers and make every effort to ensure their safety and comfort. In the event of a service disruption or delay that would prevent an Operator from making all scheduled pick-ups or completing the trip on-time, the Contractor is expected to respond to the event/incident with the SCP.

Actions found within a SCP might include “bumping up” Operator trip assignments and/or dispatching replacement vehicles to cover late or “missed” trips in order to alleviate potential overcrowding, which would otherwise result in trips scheduled to follow a missed trip. It may also include dispatching replacement equipment from a staging area to reduce the time that passengers would otherwise spend waiting for the next trip. Currently, no buses are staged on any route.

In the event of a disabled vehicle, a SCP might involve diverting other revenue service vehicles to pick up transferring passengers. Service disruptions or delays could include an accident, mechanical failure, severe traffic back-up, detour or road closing, an Operator’s failure to either report on-time or perform the assigned run.

The Contractor must provide a method in which they communicate any service interruptions to Augusta, Georgia. The method to communicate must be in the form of a text or alerting system that has the ability to notify Augusta, Georgia and Customer Service of potential interruptions. The system must also have the capability to provide weekly/monthly recaps of all messages sent. Information that is also expected to be communicated through the system is missed service for any reason. Missed service can include but is not limited to missed trips due to operator or vehicle shortage, accidents, and mechanical breakdowns, etc.

End of Section 3

SECTION 4 AUGUSTA TRANSIT'S BUS FLEET AND SUPPORT VEHICLES

4.1. OVERVIEW

December 31, 2024, Augusta, Georgia's fleet consists of eighteen (18) fixed route buses, seven (7) paratransit vans, six (6) rural service vans, and a small fleet of supervisor and maintenance vehicles. No vehicles are supplied by the Contractor. In a typical year the daily peak number of vehicles is as follows: fixed route 12, ADA paratransit six (6) and Richmond Transit (rural) six (6). The Contractor can refer to the NTD for additional information.

All buses are either equipped with a wheelchair lift, or ramp and are ADA accessible. The majority of revenue earning vehicles are equipped with Sierra Wireless Modems, Trapeze Rangers, 800 MHz radios, Automatic Vehicle Locator (AVL) and GFI/SPX Odyssey Fareboxes. A complete inventory of all Augusta Transit's revenue and non-revenue service vehicles is included as **Appendix 3**. An evolving fixed route bus replacement schedule and transition to clean energy vehicles is also shown in **Appendix 3**.

One of FTA's highest priorities is helping transit agencies maintain bus and rail systems in a State of Good Repair (SGR). FTA recommends Transit Asset Management (TAM) practices to preserve and expand transit investments. Having well-maintained, reliable transit infrastructure and vehicles will help ensure safe, dependable, and accessible services. Requirements for asset management are set out in 49 CFR 625 (the Federal "Transit Asset Management Rule") and 49 USC 5326 (statutory requirements for transit asset management).

SGR requirements necessitate the development and implementation of a Transit Asset Management Plan. Augusta Transit has adopted the GDOT Transit Asset Management Plan (TAM) to determine Useful Life Benchmarks (ULB) for its vehicle fleet. Current values are: Bus 35ft - 40ft at 14 yrs; Bus 29ft – 30ft at 12yrs; Cutaway Bus at 7 yrs; and van at 8 yrs. **Appendix 4** also presents ULB for the current vehicle fleet. Once a vehicle has exceeded its ULB it is time for its replacement. As Formula and Discretionary grant opportunities become available August Transit will apply for additional funds for vehicle purchase and replacement.

4.2. SERVICE PROVISION

Since August 1, 2011, Augusta, Georgia has utilized a Contractor to provide transit operations and maintenance. Rural service vans are also operated and maintained by the Contractor. A designee of Augusta, Georgia will conduct contractor oversight, monitoring of the system and planning.

Augusta, Georgia will provide the operations, administration and maintenance facility, major equipment items, bus shelters, signs, benches, trash receptacles, revenue, and non-revenue vehicles. Schedules and system maps, tickets, transfers, passes, paratransit applications, envelopes, and passenger guides will be provided by the Contractor.

4.3. TERM OF THE CONTRACT

Subject to the terms set forth in Section 8, Contract Duration, the initial term of this continuation Contract shall be for three (3) years, with an effective start date of Friday, August 1, 2025. The Contract may be extended for two (2) additional one (1) year options subject to Augusta, Georgia Commission approval. Please note performance reviews will be done annually.

4.4. SERVICE APPROVALS

Augusta, Georgia is the policy making body for Augusta Transit. Augusta, Georgia is the primary authorizing agency for routes, schedules, and fares for transit services. The transit staff along with the Planning and Development Department and ARTS MPO will research changes to services including new routes prior to review by the Augusta, Georgia. All service recommendations are forwarded to Augusta, Georgia for approval.

4.5. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

This project will be funded in part from grants from the Federal government. The proposed Contract includes the requirements related to this funding. Please refer to **Section 10 (FTA Clauses)**. In addition, the Proposer must submit with its Proposal completed certifications. Please refer to **Section 5.4 - D for a complete list of the required certifications**. Failure to provide all the required certifications completed in full, including an authorizing signature, will cause the Proposal to be rejected as non-responsive. There are no exceptions to this requirement.

4.6. RESERVED RIGHTS

Augusta, Georgia reserves the right to reject any and all Proposals and to waive what it considers to be informalities and minor irregularities in Proposals received. Augusta, Georgia reserves the right to accept a Proposal other than the lowest cost Proposal.

Augusta, Georgia reserves the right to enter into a Contract with any Proposer based upon the initial Proposal or on the basis of the “best and final” offer with or without conducting oral discussions.

Any Contract resulting from the RFP will be financed in part with funds available to Augusta, Georgia through grants from the Federal Transit Administration (FTA). The obligations of Augusta, Georgia are contingent upon the receipt of these requested federal funds by Augusta, Georgia. In the event that funding from this source is eliminated or decreased, Augusta, Georgia reserves the right to terminate the Contract or modify it accordingly. Additionally, the Contract will be subject to all provisions of all Official Codes.

4.7. PRE-CONTRACTUAL EXPENSES

Upon receipt of a Proposal by Augusta, Georgia, the Proposal shall become the property of Augusta, Georgia without compensation to the Proposer, for disposition or usage by Augusta, Georgia at its discretion. Augusta, Georgia shall not compensate the Proposer and the Proposer shall not be entitled to for any expenses incurred by the Proposer in:

- The preparation of the Proposal in response to this RFP and submitting the Proposal;
- The negotiating with Augusta, Georgia on any matter related to the Proposal, and
- For any other expenses incurred by the Proposer prior to the date of a Contract award. Augusta, Georgia and their agents shall be held harmless from any liability, claims, or expenses whatsoever, incurred by, or on behalf of, any person or organization in responding to this RFP.

4.8. CONTENTS OF CONTRACT

The Contract resulting from this RFP will consist, at a minimum, of the following. A sample contract is included as **Appendix 11**:

- Request for Proposal (Scope of Work) and (Addenda)
- Responsive Proposal

- All Contract Provisions
- Contractor's Proposal and modifications mutually agreed upon by Augusta, Georgia and the Contractor between the Contract award and execution of the Contract
- Contractor performance standards, incentives and penalties
- Contractor's plans developed prior to service start-up
- Contract Amendments (if any)
- Insurance Certificates
- Notice to Proceed
- Change Orders (if any)
- Project Acceptance
- Fee Schedule - The pricing proposal/fee schedule is to provide Augusta Transit on how your company charges for the materials and services needed.

End of Section 4

SECTION 5 INSTRUCTIONS TO PROPOSERS

The following section outlines the specific requirements for the Proposals and the RFP process. Proposers are cautioned to read this section carefully. Failure to provide all the required information will cause the Proposal to be rejected as non-responsive.

5.1. TYPE OF SOLICITATION

This is a Request for Proposals (RFP) for services described herein. Each Proposal will be evaluated in accordance with the **Evaluation Criteria outlined in Section 5.14**. A committee will evaluate Proposals. Augusta, Georgia will award a Contract to the Proposer which Augusta, Georgia deems, in its sole discretion, to be the most qualified, and in the best interest of Augusta, Georgia.

5.2. DOCUMENTS

A complete set of Proposal documents shall be used in preparing the Proposal. Augusta, Georgia assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

Each Proposer shall carefully examine these documents and take such other steps, as may be reasonably necessary, to ascertain the nature of the work and the local conditions, which may affect the work or the cost thereof. Failure to do so will not relieve the Proposer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Responsive Proposals are those complying in all material aspects with solicitation. Proposals that do not comply with all the requirements of the solicitation may be rejected as non-responsive.

5.3. PREPARATION OF PROPOSAL

A Proposal shall be submitted on the forms furnished, or copies thereof; shall be completed in ink, typed or electronically printed and shall be manually signed. If erasures or other changes appear on the forms, the person signing the Proposal shall initial each erasure or change.

If a Proposal is from an individual, sole proprietorship, or a Proposer operating under a trade name, that individual shall sign the Proposal.

A Proposal by a partnership shall be executed in the partnership name and signed by a partner; the official address of the partnership shall be shown below the signature.

A Proposal by a corporation shall be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested to by the corporate secretary or assistant secretary.

A Proposal submitted by a joint venture shall list the name of the joint venture and the mailing address and shall be executed by all joint ventures in the same manner as if they were individually submitting Proposals. The signature portion of the Proposal shall be altered as appropriate for execution by the joint venture and all joint ventures.

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). **Proposers shall limit their proposals to one hundred (100) pages**, excluding Table of Contents, cover letter, tabs (if any), resumes, and forms. Insurance Certificate and

Bond information are also excluded from the 100 page limit. Proposers should provide this information in the order described below.

Proposers are required to submit one (1) original clipped unbound and seven (7) copies.

5.4. PROPOSAL CONTENT AND FORMAT

The following outlines the format and required content of Proposals to be submitted to Augusta, Georgia in response to this RFP for Operations and Maintenance Services and Support. Proposers must submit materials in the following sequence:

A. Procurement Documents

All documents required under the Augusta, Georgia procurement regulations and procedures, properly executed and notarized as required. The notary seal shall be visible on the original and all copies.

B. Bonds

The Proposal must be accompanied by a bond, cashier's check, or certified check in an amount not less than ten percent (10%) of the total Proposal price for twelve months of full operation of the fixed route, paratransit, Microtransit and maintenance services. A performance and payment bond in the amount of 100% equal to the contract sum will be required of the successful proposer for the award.

C. Proposal Transmittal Letter - General Information

1. Name of Proposer.
2. Full address of Proposer's principal office.
3. Proposer's telephone number.
4. Name(s), telephone number(s), fax number(s) and addresses if different from above, of primary contact(s) in the Proposer's organization with responsibility for responding to this RFP to whom matters regarding this RFP should be directed.
5. Indicate whether the Proposer is an individual, partnership, corporation, or joint venture. If the Proposer is a consortium, joint venture, or team, indicate the entity responsible for the Proposal.
6. If a partnership, list the names and addresses of partners; if a corporation, list the names of the officers, directors and shareholders and the State of the incorporation; if a joint venture, list the names and addresses of the ventures and, if any venture is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership and joint venture.

D. Required Certifications

1. Primary Contractor Certification Regarding Disbarment, Suspension, and Other Responsibility Matters - **Exhibit 1**
2. Certification of Drug-Free Workplace - **Exhibit 2**
3. Certification Regarding Lobbying - **Exhibit 4**
4. System for Award Management (SAM) www.sam.gov current registration forms

Failure to provide all the required certifications will cause the Proposal to be rejected as non-responsive.

E. Addendum

Provide acknowledgement, by number and date issued, of each addendum to this RFP issued by Augusta, Georgia and received by the Proposer. **Failure to provide acknowledgement, by number and date issued of each addendum to this RFP issued by Augusta, Georgia and received by the Proposer will cause the Proposal to be rejected as non-responsive.**

F. Proposers Qualifications

Experience

1. Number of years that Proposer has been in the public transportation business.
2. Number of years of experience the Proposer has had in providing public transportation services similar to those required in this RFP, both as a Contractor and also as a subcontractor.
3. List the Contracts or Proposals that the Proposer currently has underway or is bidding on. Include the following information for each project:
 - Name and telephone number or client contact.
 - Contract price.
 - Description of transportation services provided, including the size of the service.
 - Length of the Contract.
 - Whether performing service as a prime or subcontractor.
4. List other Contracts that the Proposer has completed during the last five years that demonstrate qualifications (such as operating and maintaining a mixed fleet comprised of diesel, gasoline and battery electric vehicles) to perform the work in this RFP. For a joint venture or partnership work, name the other individuals or companies and indicate who was the sponsoring individual or company. Include information on the project including the client name, name and telephone of contact, description of transportation services provided the length of the Contract and the reason for termination.
5. Provide a list of clients from 2020 to the present that you no longer serve. Include a contact person and telephone number for each former client.
6. State whether or not any arbitration, mediation or litigation has occurred or is pending or threatened by or against the Proposer or any officer or partner of the Proposer relating to performance under a Contract by a Proposer or Proposer's predecessors. Give details.
7. Provide any other information, including appropriate business references, describing the Proposer's experience and past performance in providing transportation services.

G. Key Personnel

- General Manager: Provide the resume/s of the intended General Manager your firm is proposing. Include education, experience (including location) and accomplishments.

NOTE: All key personnel, will be required to submit to Augusta, Georgia's background check.

H. Staffing and Supervision

The Contractor shall be responsible for hiring and properly training all personnel necessary to successfully complete the project including drivers, maintenance personnel (to include tools), dispatchers, and supervisors. Costs for all personnel, including drivers, supervision and management, and other necessary staff, shall be included in the Contractor's proposed cost per revenue hour.

The Contractor shall hire and properly train a General Manager located in Augusta, Georgia who has overall responsibility for managing the transit service program efficiently and effectively. The Contractor's Transit Manager (aka General Manager) shall be regularly accessible to Augusta, Georgia staff to deal with daily operational issues and to resolve policy issues. The General Manager shall be the primary point of contact for communication between Augusta, Georgia and the Contractor regarding aspects of the transit service operations and its management.

The Contractor shall maintain a Supervisor on-duty and accessible to Augusta, Georgia staff during all hours that transit service is in operation. The Contractor shall also provide an emergency contact person for Augusta, Georgia for unforeseen circumstances outside normal service operating hours. **Telephone information lines shall also be staffed by knowledgeable and courteous customer information personnel Monday – Friday from 8am-5pm.**

The Contractor 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 Augusta, Georgia. **In assigning drivers to transit service, the Contractor shall ensure that all transit service drivers meet the following minimum requirements:**

1. Contractor will be responsible to administer background checks on all personnel, and make available to Augusta, Georgia if required.
2. All drivers shall treat transit service customers with courtesy and respect at all times.
3. All drivers shall have the capability to speak, read, write and understand English.
4. All drivers shall have a good knowledge of the entire service area in order to answer customer questions and efficiently and effectively provide scheduled service.
5. All drivers shall be properly trained in compliance with all applicable state or federal requirements in the operation of any vehicle they operate including all safety training and accessibility equipment, including but not limited to proper wheelchair restraint and passenger assistance techniques. Contractor shall maintain documentation of all such training and provide it to Augusta, Georgia upon request.
6. There are no vehicles set aside for training purposes. The current fleet has spares to be utilized when vehicles breakdown, etc. When drivers are to be hired they are trained with another driver on each route and they are given the opportunity to drive the route to become familiar with it. However, spare vehicles have been used for short training sessions as and when necessary.
7. All drivers shall be properly trained with respect to drug and alcohol awareness, dealing with blood-borne pathogens, defensive driving, and passenger assistance techniques.

8. Contractor shall maintain documentation of all such training and provide it to Augusta, Georgia upon request.
9. All drivers shall be properly attired and shall maintain a positive image for the transit system.
10. All drivers must maintain a valid license and Department of Transportation (DOT) medical exam (if applicable) in the State of Georgia at all times for the type of vehicle they drive in the transit service.
11. All drivers shall have no more than two (2) moving violations (personal or professional) in the last three (3) years.
12. All drivers shall have no more than one (1) at-fault accident (personal or professional) with citation issued in the last three (3) years.
13. All drivers shall have no convictions for driving under the influence of alcohol or drugs or driving while impaired in the past seven (7) years.
14. All drivers shall have no convictions for reckless driving within the past four (4) years.
15. All drivers shall have no convictions for leaving the scene of an accident in the past four (4) years.
16. All drivers shall have no felony convictions.
17. All drivers shall refrain from eating, drinking or the use of tobacco products of any kind while driving.
18. All drivers shall comply with all applicable laws and Augusta, Georgia transit service policies regarding the use of personal cellular, texting or mobile phones or other personal telecommunications devices while driving.
19. A minimum of 12 consecutive months tenure at Augusta Transit as a full-time fixed route bus driver will be required to operate any Battery Electric Bus (BEB).

The Contractor shall review and maintain the driving record annually of all employees who drive transit service vehicles to ensure the minimum requirements are met with respect to the driving record of Contractor employees. The Contractor shall provide a copy of such records upon request by Augusta, Georgia.

Augusta, Georgia reserves the right to require the Contractor to remove with or without cause any Contractor employee assigned to the Augusta, Georgia transit service program.

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

I. Contractor's Driver Responsibilities

The primary responsibility of the Contractor's drivers shall be the safe operation of vehicles and safe transport of transit service customers. The Contractor shall take all necessary steps to ensure that drivers and other Contractor 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:**

1. Conducting a proper and accurate pre-trip inspection of the vehicle prior to leaving the Augusta Transit's Operations and Maintenance Facility (2844 Regency Blvd, Augusta) and documenting the inspection. Currently, pre- and post-trip inspections are processed and captured on paper.
2. Operators must accurately and truthfully fill out pre-trip and post-trip vehicle inspection forms as outlined in the Contractor's operating rules and procedures and GDOT requirements.
3. Ensure that a BEB has at least 80% charge prior to leaving the Augusta Transit's Operations and Maintenance Facility (2844 Regency Blvd, Augusta).
4. Operators will be required to operate wheelchair lifts, or kneeling features and ramps on fixed route and demand response revenue service vehicles, low floor revenue service vehicles and Paratransit vehicles and assist in securing wheelchairs and other mobility devices.
5. Operators will be required to announce all ADA required stops, as directed by Augusta, Georgia policy, and federal law in the event the automated stop announcement system is not functioning, or an Operator is operating a revenue service vehicle that does not have the automated feature available.
6. Wearing seat belts at all times while vehicles are in operation.
7. Using the highest degree of care in loading, unloading, and securing all wheelchairs, motorized scooters and other passenger accessibility devices.
8. Properly assisting all passengers with safe entry and exit from the vehicle.
9. Driving safely and displaying proper respect and courtesy to other motorists, bicyclists, pedestrians and other road users.
10. Obeying and following all traffic laws and regulations at all times.
11. Not driving any Contractor vehicle while under the influence of alcohol or drugs.
12. Reporting all vehicle or passenger accidents or incidents immediately to a dispatcher.
13. Not leaving the scene of any vehicle or passenger accident without the permission of proper authorities and the dispatcher.
14. Utilizing all safety and emergency equipment properly and at appropriate times.
15. Having valid driver's license and Department of Transportation (DOT) medical exam in possession at all times while operating Transit vehicles.
16. Reporting road calls to the dispatcher promptly.
17. Treating all passengers and the general public with courtesy and respect at all times.
18. 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.
19. Having good knowledge of the service area to ensure efficient and effective service.

20. Collecting proper and correct fares from all passengers. Augusta Transit's fixed route buses have fareboxes that do not make change.
21. Notifying the Contractor's dispatcher prior to leaving a scheduled pickup if the customer is a no-show.
22. 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.
23. Wearing official uniforms, to include name tag in a neat and appropriate manner.
24. Properly identifying themselves to customers upon request.
25. No eating, drinking, smoking or playing loud music while operating a vehicle.
26. Providing for customer comfort by keeping the vehicle interior at comfortable temperatures at all times.
27. Not entering any customer's home or other private residence at any time.
28. Turning the vehicle engine off and removing the keys from the ignition (or equivalent powering down process for battery electric vehicle) and carrying them on the driver's person in the event the driver has to leave the vehicle.
29. Allowing ambulatory passengers to use the wheelchair lift upon request of the passenger.

Augusta Transit will not pay for a service trip or revenue hours for any revenue vehicle that is driven by a supervisor, manager, safety personnel, dispatch staff and/or other personnel not classified as an operator [driver] during revenue hour service, unless the Contractor has obtained PRIOR authorization from Augusta Transit.

J. Financial Responsibility

Provide information relating to the financial condition of the firm, including information demonstrating that it has the necessary financial resources to meet the requirements shown in this RFP. **This information will include:**

- Audited balance sheets of the firm for the last three (3) fiscal years.
- Firms are required to submit a copy of their most recent DUNN & Bradstreet reports.
- Audited consolidated balance sheets of the firm and its subsidiaries, if any, for the last three (3) fiscal years.
- Audited statements of income and stockholders' equity, if any, and changes in the financial position of the firm for the last three (3) years.
- Audited consolidated statements of income and stockholders' equity, if any, and changes in the financial position of the firm and its subsidiaries, if any, for the last three (3) fiscal years.
- Unaudited balance sheets of the firm and its subsidiaries, if any, for interim quarterly periods since the close of its last fiscal year.
- State whether or not the firm, its predecessors, or its principals have been involved in a bankruptcy. If so, give details.

- Evidence of ability to obtain the specified amounts of insurance in the form of a written commitment from an insurance company authorized to do business in the State of Georgia.
- The successful proposer will be required to submit audited annual financial statements.

Note: Financial stability is part of the evaluation criteria. Failure to provide the financial stability information will affect your scoring in the evaluation process included in Section 5.15 Criteria for Evaluation.

K. Proposers Approach to Providing Services and Support (To be completed on separate pages)

1. Understanding of Requirements

After studying this RFP, including the Service Specifications, provide a statement demonstrating a clear understanding of the services and support required by this RFP of the Contractor for each service type. Keep in mind that all elements of services and support needed to meet the requirements of this RFP, which are not listed as responsibilities of Augusta, Georgia, are assumed to be responsibilities of the Contractor, whether specifically set forth or not.

2. Description of Approach

- Provide a brief summary of the Proposer’s operating philosophy.
- Provide a brief summary of how the Proposer intends to fulfill the Contractor’s requirements outlined in this RFP.
- Outline proposed approach to meet each specific responsibility outlined in the Scope of Work Contractor’s Responsibilities.

3. Operations

- For the fixed route, paratransit program and rural service outline the methodology that the Proposer will use to ensure quality control of the on-street operation. This is to include on-time performance, operators’ adherence to rules and regulations, maintenance vehicle exchanges, use of extra vehicles to minimize loss of service, ADA requirements, and customer service.
- The paratransit component must specifically identify strategies to be employed for addressing service quality and efficiency.
- Provide proposed schedules for dispatching and supervision for both the fixed route and paratransit programs and discuss how these activities will be maintained during all service hours.
- Submit report samples and forms addressing all aspects of the operation, including drivers’ pre-trip and post-trip inspections, on-time performance checks, monitoring of operators’ performance, dispatch logs, daily operations reports, and vehicle assignments.
- Discuss how the paratransit certification review process and the recertification process will be accomplished.
- The Proposer will use the automated reservations and scheduling software program (QRyde) presently being used by Augusta Transit’s rural service and/or Tripspark software used for ADA paratransit.**

- g. Provide a proposed work schedule for all key managerial staff to ensure that Augusta Transit operations are monitored consistently during all AM and PM peak periods.
- h. Provide a copy of the Proposer's Progressive Disciplinary Process.

4. Emergency Operations

Contractor shall be aware and make its employees aware that Augusta Transit is an agency that may be required to participate in emergency response actions. Although Augusta Transit expects all reasonable cooperation during any emergencies or emergency response operations, Contractor employees are not considered Disaster Service Workers under Georgia law.

During all hours of operation, the Contractor shall have one (1) supervisory employee (such as a manager, road supervisor, dispatcher, etc.) on duty and designated as having immediate authority over all current operations. The identity of that employee must be communicated to all other on-duty employees for that shift, and to Augusta Transit.

5. Safety

- a. Provide a description of the Proposer's comprehensive safety program, including accident prevention, road supervision, equipment and facility monitoring, emergency preparation, accident response, investigation, and reporting procedures.
- b. Indicate how the Proposer will comply with all the requirements related to the federal Drug and Alcohol Testing Program and the Americans with Disabilities Act (ADA).
- c. Provide a description of the Proposer's comprehensive training and re-training program.

6. Customer Service

- a. Describe the Proposer's customer service program, including responding to customer inquiries and concerns, tracking and reporting concerns, and developing corrective actions based on feedback.
- b. Explain how the customer service program will be monitored to ensure that the delivery of customer service is of the highest quality.
- c. Describe the Proposer's approach to handling operator courtesy complaints and unsafe driving complaints.

7. Ticket Sales

Outline the Proposer's approach in handling the sale of Augusta Transit fare media. Augusta Transit does not have a cash register for point-of-sale transactions. Monies received for passes or bulk tickets purchases are receipted and reconciled at Augusta Transit's administrative Headquarters.

8. Capital purchases

Purchases made by the successful Contractor in connection with the provision of transit service may not be subject to applicable state and federal procurement regulations. However, all capital items to be purchased using grant money will follow all state and federal guidelines. Any bids or quotes requested using grant funds will be in the name of Augusta Transit and must be reviewed and approved by Augusta, Georgia.

9. Maintenance

All of the assets for which the Contractor will be responsible were purchased with a combination of Federal, State, and local funds. FTA funding requirements are captured in an agreement that Augusta, Georgia signs annually when accepting FTA funding. As a result, Augusta, Georgia must comply with applicable regulations, which will be passed on to the Contractor.

The Contractor shall have sole responsibility for preventative maintenance, repair, and cleaning of all vehicles. The Contractor shall provide a vehicle maintenance program, including preventive maintenance, to Augusta, Georgia as part of this proposal and shall take the greatest care to ensure that all vehicles are in safe and good operating condition at all times. The Contractor shall ensure that sufficient numbers of vehicles are available to properly provide service at all times. The Contractor will be expected to procure transit related services and or equipment on behalf of Augusta, Georgia that are beyond the day-to-day procurement needs for maintenance, supplies, etc.

The Contractor shall properly document all preventative maintenance, repairs, and cleaning and allow for the inspection of such documentation by Augusta, Georgia 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 Contractor shall provide to Augusta, Georgia documentation relative to the vehicle manufacturer's recommended standards for preventative maintenance at intervals specified by Augusta, Georgia.

Cost of fleet management shall be included in the Contractor's proposal. Augusta, Georgia shall require the Contractor to bring all revenue vehicles to a designated facility for semi-annual inspection (2844 Regency Blvd, Augusta). The Contractor shall repair all safety-related deficiencies identified in the inspections before placing the vehicle back in revenue service. Revenue service is defined as the time when a vehicle is available to the general public and there is an expectation of carrying passengers. Revenue service includes: Layover / recovery time. Revenue service excludes: Deadhead, Vehicle maintenance testing, and Charter service which Augusta Transit does not provide.

All non-safety deficiencies shall be repaired within reasonable time frame. Vehicles with deficiencies are subject to re-inspection by Augusta, Georgia to ensure that corrective repairs are properly made. All costs associated with the Contractor's personnel in getting vehicles to/from and during inspections shall be the Contractor's expense. All costs associated with correcting identified vehicle deficiencies shall be at the Contractor's expense.

- a. Describe the Proposer's comprehensive maintenance program that will meet Augusta, Georgia's requirements. The plan must include, at a minimum, the following components: the preventative maintenance program, vehicle and equipment repairs, air conditioning and heating maintenance repair program, body damage repairs, Driver Vehicle Compliance Report (DVCR) follow up, specialized equipment program (including clean energy vehicles), parts inventory, record keeping, accounting system and warranties.
- b. Describe what preventive maintenance activities will be performed in-house and which will be contracted out.
- c. Describe the approach and timeline for monitoring and repairing accident damage.

- d. Describe the methodology to ensure quality control of the maintenance program, including ensuring follow-up of defective items.

10. Vehicle Servicing, Washing, Cleaning and Disinfecting

Cleaning involves removing dirt, marks or mess by washing, wiping or brushing. Disinfecting works by using chemicals, to kill germs on surfaces. Disinfecting or sanitizing can be effected by wiping, spraying, heating or fogging. Disinfecting does not necessarily clean dirty surfaces or remove 100% of germs. However, in combination with cleaning, disinfecting by killing germs remaining on a surface further reduces any risk of spreading infection. The Contractor must follow all manufacturer recommendations before any cleaning, fogging, disinfecting or graffiti removal is attempted.

The Contractor shall be responsible to repair or replace any damaged bus stop amenities or other property or equipment caused by improper use of cleaning materials.

Vehicle cleaning schedules for all transit service vehicles shall be as follows:

- **Multiple times a day (at least once in the morning and once in the evening and other times during the day as required)** – All revenue service vehicles will be disinfected via wiping down hard surfaces or fogging. At a minimum, vehicles will be disinfected prior to entering revenue service and on their return to the maintenance facility. In addition, revenue vehicles will be disinfected at a specified midpoint during revenue service. The actual number of times during the day determined between Augusta Transit and Contractor.
- **Daily** – All vehicles shall be swept or vacuumed so as to remove all loose debris. Dust shall be wiped from all surfaces including seats, dashboards, and handrails. Windows and mirrors shall be cleaned in a manner to ensure good visibility for the driver and passengers.
- **Twice Weekly** – The vehicle interior shall be wet mopped with a detergent and disinfectant solution. Vehicle exterior shall be washed with a detergent including wheel rims and/or hubcaps.
- **Semi-Annually** – Each vehicle shall be compounded and waxed.

11. Facility Servicing, Cleaning and Disinfecting

Cleaning involves removing dirt, marks or mess by washing, wiping or brushing. Disinfecting works by using chemicals, to kill germs on surfaces. Disinfecting or sanitizing can be effected by wiping, spraying, heating or fogging. Disinfecting does not necessarily clean dirty surfaces or remove 100% of germs. However, in combination with cleaning, disinfecting by killing germs remaining on a surface further reduces any risk of spreading infection.

The Contractor must follow all manufacturer recommendations before any graffiti removal is attempted. The Contractor shall be responsible to repair or replace any damaged bus stop or other associated property or equipment caused by improper use of cleaning materials.

Facility maintenance outside of the normal cleaning maintenance will be maintained by Augusta, Georgia.

Facility cleaning schedules shall be as follows:

a. Bus Stops and associated amenities

Once Weekly – bus stops and associated amenities shall be cleaned and disinfected. Amenities include bus stop poles, landing pads, trash receptacles, benches and shelters.

Trash receptacles will be emptied and lining replaced. Non-porous surfaces may be cleaned, power-washed or washed with a wet mop, detergent or disinfectant solution. The cost for maintaining stops and shelters has not been tracked. The Contractor's laborers are assigned to take care of cutting the grass, cleaning and minor repairs.

In addition, the Contractor must remove graffiti from impacted surfaces. High demand bus stops may require a higher frequency of weekly cleaning. The Contractor shall be responsible for picking up any trash within a 20-foot radius from the location of the bus stop, including but not limited to cigarette butts, gum wrappers, natural debris, etc. The actual number of times and schedule (there are 619 active bus stops) will be determined between Augusta Transit and Contractor.

b. Broad Street Transfer Facility

Multiple times a day (at least once in the morning and once in the evening and other times during the day as required) – BSTF shall be cleaned and disinfected. Trash receptacles will be emptied and lining replaced. Non-porous surfaces may be cleaned, power-washed or washed with a wet mop, detergent or disinfectant solution. In addition, the Contractor must remove graffiti from impacted surfaces. The Contractor must strive to ensure a clean environment is afforded to waiting passengers at all times in particular before the first fixed route bus departs each morning.

c. Gordon Highway Transfer Point

Multiple times a day (at least once in the morning and once in the evening and other times during the day as required) – GHTP shall be cleaned and disinfected. Trash receptacles will be emptied and lining replaced. Non-porous surfaces may be cleaned or washed with a wet mop, detergent or disinfectant solution. In addition, the Contractor must remove graffiti from impacted surfaces. Broken glass panels must be repaired immediately with temporary panels. Within 72 hours broken Lexan panels must be replaced with panels of similar look and quality. It is incumbent on the Contractor to inform Augusta Transit of any delay in the reinstatement of Lexan panels at GHTP.

Bi-Monthly – The Contractor will make an attempt to identify store owners of shopping buggies left at the GHTP [or any bus stop or transfer point] and follow a three (3) step process as follows:

- i)** Make telephone or verbal contact with a store owner advising them to collect their property within five (5) business days.
- ii)** If after five (5) business days shopping buggies have not been removed, send a formal letter to the store owner requesting collection of their property within 72 hours from receipt of the letter.
- iii)** If 72 hours or more have elapsed and shopping buggies have not been collected by such store owner despite formal notification, at the Contractor's discretion, buggies may be removed to any Augusta, Georgia landfill.

12. Revenue Collection, Reconciliation and Deposit

A Proposer in their RFP response will describe its proposed plan for collection, counting, reconciliation of passenger fares, ticket and pass revenue, including a specific identification of procedures to ensure the proper safeguarding and reporting of fares.

13. Records and Reports

A Proposer in their RFP response will:

- a. Define their records and reporting program that encompasses all aspects of the operation and meets Augusta, Georgia requirements.
- b. **Collect passenger mile data in designated sampling years per the Federal Transit Administration (FTA) National Transit Database (NTD) requirements and submit it to Augusta, Georgia within 30 days following the end of the calendar year.** The Contractor must collect any other financial or operating data as required by the NTD and submit to Augusta, Georgia.

14. Personnel

Provide a proposed organizational chart and staffing plan, indicating organizational structure, number of management, staff employee positions by division, full-time or part-time status of each employee, salary, and benefit schedules for each employee classification. The staffing plan should describe the skills and experience required of each of the employees, and the overall training program that will be implemented to ensure that all personnel meet satisfactory standards of knowledge and/or certification. The plan must also address strategies that will be adopted for recruitment and retention of employees. The plan must also include a work schedule for key managers to ensure that there are a sufficient number of key managers on property during AM and PM peak periods including AM and PM pull out.

15. Supervision

Augusta, Georgia requires a strong supervision component that provides adequate street supervision at all times that buses are operating. Describe the proposed program that will ensure that adequate geographic coverage is provided, for both fixed route and paratransit service throughout the service area, with assurances that there will be a prompt response to accident investigation or service incidents.

16. Proposed Transition

Proposers should submit a time schedule (i.e., Transition Start-Up Plan) setting forth the sequence of events and associated time requirements proposed to be undertaken from the Contract award through the first full month of system operations under the Contract. Start-up costs will not be reimbursed by Augusta, Georgia. The time schedule must provide for the transition to the new Contract effective July 2025. The period of Transition Start-Up is 120 days. The Transition Start-Up Plan shall:

- Address the activities and procedures that will be followed to ensure the smooth transition and start-up of service.
- Document recruitment and training schedules, acquisition of necessary equipment, licenses, and all other activities necessary to implement a successful transit service program.
- Include a detailed chronology/calendar and explanation of all items listed. The end date of the start-up plan shall be the service start date.
- Include an action plan to achieve the start date.

Note: This section must be completed by all Proposers. The present Transit Service Contractor, if it chooses to submit a Proposal, must discuss how the transition to the new Contract provisions will be accomplished.

L. Cost Proposals - Must be submitted in a separate sealed envelope - EXHIBIT 5

1. The Proposer shall provide a Firm Fixed Cost Proposal for services outlined in **Section 3 Scope of Work and Section 6 Operations and Maintenance of Augusta Transit Scope of Work**. The cost Proposal should set forth the firm fixed cost (i.e., full contract term cost) that the Contractor proposes to charge Augusta, Georgia to provide the services outlined herein on an annual basis for three (3) years.
2. The cost Proposal should also set forth the firm Fixed Cost which the prospective Contractor proposes to charge Augusta, Georgia to provide the services outlined herein for two (2) years.
3. The cost Proposal should be based on the characteristics of the current service, including route structure, mileage, revenue hours and deadhead hours. Augusta, Georgia does not pay for deadhead time.
4. The proposal shall include a cost allocation breakdown of all the components of the contract including profit for each year of the contract.
5. The cost Proposal shall include a price to provide complementary paratransit service.
6. Augusta, Georgia reserves the right to modify the Contract to remove the paratransit recertification component. The Proposer shall include in the Proposal the cost to recertify applicants.
7. Proposers should be aware that this service is subject to change should circumstances dictate. All service revisions will be based on revenue hours at the start of the Contract.

Price shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 25-125 – Transit Services - Fee Proposal

M. Solicitation Schedule (Subject to Change)

Bus/Facility Inspection	Monday, May 12, 2025 from 1:00 p.m. to 3:00 p.m. Location: Augusta Public Transit - 2844 Regency Blvd., Augusta, GA 30904
Mandatory Pre-Proposal Conference	Wednesday, May 14, 2025 @ 11:00 a.m. via ZOOM – Meeting ID: 847 6608 9340; Passcode: 25125.
Deadline for Submitting Questions	Thursday, May 15, 2025 @ 5:00 P.M.
Deadline for Receipt of Proposals	Monday, June 2, 2025 @ 11:00 a.m.
Tentative Contract Start Date	Friday, August 1, 2025

5.5. PROPOSAL CONTENTS

A Proposal that does not contain all the required documentation or requirements of this Request for Proposal will be deemed by Augusta, Georgia as non-responsive and rejected.

5.6. SIGNATURE REQUIREMENTS

Proposals must be accompanied by a transmittal letter signed by a duly authorized officer(s) of the firm. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one Contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the team.

5.7. PROPOSAL SUBMISSION

Any interested qualified firm(s) and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed.

Each RFP must be submitted in a sealed envelope, and must be plainly marked on the outside as RFP for "**RFP #25-125 – Transit Operations and Maintenance Services**" and the envelope should bear, on the outside, the name of the vendor, their address.

If the RFP is forwarded by mail, or other second party delivery service, the sealed envelope containing the RFP must be enclosed in another envelope addressed to:

**Augusta, Georgia Procurement Department
Attn: Darrell White, Interim Procurement Director
535 Telfair Street, Room 605`
Augusta, GA 30901**

RFP Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed above.

Proposers shall submit **one (1) original unbound and seven (7) complete copies of their Proposal** in a sealed envelope. The full package of copies and each copy must be labeled "**RFP #25-125 - Augusta, Transit Operations and Maintenance Services**" and show the name and address of the firm proposing. Supporting documents must be included with the Proposal, and cannot be submitted in a separate envelope. Only the **Price Proposal should be included in a separate sealed envelope labeled "Price Proposal for RFP 25 -125.**

The Proposal must be accompanied by a bond, cashier's check, or certified check in an amount not less than ten percent (10%) of the total Proposal price for twelve months of full operation of the fixed route, paratransit, Microtransit and maintenance services. A performance and payment bond in the amount of 100% equal to the contract sum will be required of the successful proposer for the award.

Proposals must be received by 11:00 a.m. EST on Monday, June 2, 2025. Proposals delivered after the appointed time and date or unaccompanied by the Bid Bond and the Proposal Transmittal Letter will be deemed non-responsive.

Proposers shall limit their proposals to one hundred (100) pages, excluding Table of Contents, cover letter, tabs (if any), resumes, and forms. Proposers should provide this information in the order described below.

The RFP Package contains provisions required for the project. All firms responding are cautioned to read this information carefully for understanding and request clarification from Augusta on any questions pertaining to this request.

Failure to provide all of the requested information may cause the RFP to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFP must sign.

After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this RFP and other factors considered in the best interest of

the Owner. The Owner proposes that, if a contract is entered into for such services, the contract will be a fixed-price contract. Negotiations may be undertaken with those firms whose Statements of Qualifications show them to be qualified, responsible, and capable of performing the work.

The Owner will consider professional qualifications and related experience to determine which proposal would be in the Owner's best interest if a contract were made. The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of the Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. For a proposal to be considered it must remain valid for at least ninety days (90) from the time that the Owner receives it.

The Owner will evaluate all proposals received from all firms with respect to evidence that the goals and objectives of the project are fully understood. The firm's demonstrated technical capability and other qualifications, as described herein will also be assessed. The Owner will then make their recommendation to the Augusta, Georgia Commission for their consideration and final approval.

5.8. PROPOSAL EFFECTIVE DATE

Each Proposal shall remain open for a period of **ninety days (90)** days beginning with the date Proposals are opened.

5.9. MANDATORY PRE-PROPOSAL CONFERENCE AND VEHICLE INSPECTIONS

A vehicle and facility inspection will be held on Monday, May 12, 2025 from 1:00 p.m. to 3:00 p.m. at Augusta Transit, 2844 Regency Blvd, Augusta, GA 30904.

The Pre-Proposal Conference will be held on Wednesday, May 14, 2025 @ 11:00 a.m. via ZOOM – Meeting ID: 847 6608 9340; Passcode: 25125.

5.10. QUESTIONS

The last day for questions is Thursday, May 15, 2025 @ 5:00 P.M. All questions and requests by Proposers concerning this solicitation shall be in writing by fax at 706 821-2811 or by email to procbidandcontract@augustaga.gov and directed to Darrell White, Interim Procurement Director.

Responses to any communications will be made available to all known registered Proposers.

Proposers are cautioned that no prior, current, or post-award conversations, representation or agreement (s) with any officer, agent, or employee of Augusta, Georgia shall affect or modify any terms or obligations of the RFP or any Contract resulting from this procurement.

5.11. REVISIONS TO RFP

Augusta, Georgia will issue an Addendum to the RFP if it becomes necessary to revise any part of the RFP, or if additional information is necessary to enable Proposers to make an adequate interpretation of the provisions of the RFP. All Addenda will be provided to each registered Proposer. **All Addenda shall be acknowledged by date and number in the Contractor's Proposal.**

5.12. PROTESTS

See Procurement Code Article 6 in its entirety, you may visit www.augustaga.gov. Protests related to this solicitation will only be accepted from registered Proposers whose direct economic interest would be affected by the award of a Contract or failure to award a Contract

**All protests should be sent to:
Augusta, Georgia Purchasing Department
Attn: Darrell White, Interim Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901**

This project is funded in part by the Federal Transit Administration (FTA). FTA review of protests is limited to a grantee failing to have protest procedures, violating such procedures, or failing to review a complaint or protest.

5.13. EVALUATION

An Evaluation Committee is established to review and evaluate all Proposals submitted in response to this RFP. The Evaluation Committee will conduct a preliminary evaluation of all Proposals to determine if all the requested information was provided. Any Proposal not containing all the requested information will be declared non-responsive and will be withdrawn from further consideration.

All Proposals determined to be responsive will be evaluated against the established criteria. The Evaluation Committee may request clarifications, in writing, to any element of the Proposer's Proposal package. Such clarifications shall be requested, in writing, by Augusta, Georgia's Procurement Department at procadministrative@augustaga.gov and shall specify the information requested and the response date required.

5.14. EVALUATION CRITERIA

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:

Relevance of Criteria:

A. Description of the Firm's Personnel To Be Assigned to the Project

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.

B. Description of Firm or Organization's Capabilities and Experience

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 bus transit systems and its capabilities to undertake a similar project with Augusta, Georgia

C. 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. 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.

D. 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 operators, 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.

E. 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 backup vehicle and tow plan in the event of vehicle breakdown or failure to return to service.

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.

F. References

Proposer shall provide a complete list of properties where transit service was provided, along with the Contract years, a contact name, title, and phone number.

G. Management, Operating and Equipment Costs

The Proposer shall submit a complete **Cost Proposal Form - Exhibit 5 included within this RFP** that includes cost per revenue hour based on Augusta, Georgia's initial estimates of revenue hours identified in this RFP in **Section 3 – Scope of Work**. Revenue hours are defined as hours when vehicles are in service according to published schedules. 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 Augusta, Georgia in advance may render the Proposer's cost proposal as non-responsive.

5.15. Criteria for Evaluation

A. Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

B. Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/ Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

1. Completeness of Response (Pass/Fail)

- a) Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- a) Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- b) Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- c) Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (20 points)

- a) Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for federal, state and local services.

3. Organization & Approach (20 points)

- a) Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b) Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project/service team.
 - ii. Some or all of team members have previously worked together on similar project/service(s).
 - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c) Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
 - ii. Team successfully addresses all requirements of this RFP.
 - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d) Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
 - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e) Working Relationship with Augusta, Georgia
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. Scope of Services to be Provided (25 points)

- a) Capability and experience of supervisory personnel to be assigned to the project
- b) Capability and prior experience in transit systems, including the provision of flexible route deviation services, including services for disabled riders, in various sized communities
- c) Adequacy of managerial, and technical resources to successfully carry out the required services and meet required service standards
- d) Adequacy of Proposer's vehicle maintenance program

- e) Adequacy of Proposer’s response to all other requirements, terms, and conditions of this Request for Proposals

5. Financial Stability (5 points)

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a) If a public company, include a recap of the most recent audited financial report.
- b) If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution’s letterhead, stating financial stability.

Note: Financial stability is part of the evaluation criteria. Failure to provide the financial stability information will affect your scoring in the evaluation process included in Section 5.15 Criteria for Evaluation.

6. References (5 points)

Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

7. Presentation by Team (10 points) (Optional)

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

8. Q&A Response to Panel Questions (5 points) (Optional)

Proposer provides responses to various interview panel questions.

9. Cost/Fee Proposal (Weighted Value is 5) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP

- a) Lowest Fee 10
- b) Second 6
- c) Third 4
- d) Fourth 2
- e) Fifth 1

Weighted scores for each Proposal will be assigned utilizing the table below:

Phase 1														
No.	Evaluation Criteria	Weighted Value (0-5)	Points	Score (Rating * Weight)										
1	Completeness of Response <ul style="list-style-type: none"> • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized 	N/A	Pass/Fail	Pass/Fail										
2	Qualifications & Experience		20											
3	Organization & Approach		20											
4	Scope of Services <ol style="list-style-type: none"> a. Capability and experience of supervisory personnel to be assigned to the project b. Capability and prior experience in transit systems, including the provision of flexible route deviation services, including services for disabled riders, in various sized communities c. Adequacy of managerial, and technical resources to successfully carry out the required services and meet required service standards d. Adequacy of Proposer’s vehicle maintenance program e. Adequacy of Proposer’s response to all other requirements, terms, and conditions of this Request for Proposals 		25											
5	Financial Stability		5											
6	References		5											
Phase 2 (Optional – Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)		Weighted Rating (0-5)	Points	Score (Rating * Weight)										
7	Presentation by Team		10											
8	Q&A Response to Panel Questions		5											
9	Cost/Fee Proposal Consideration <table style="margin-left: 20px;"> <tr> <td>a. Lowest Fee</td> <td>10</td> </tr> <tr> <td>b. Second</td> <td>6</td> </tr> <tr> <td>c. Third</td> <td>4</td> </tr> <tr> <td>d. Fourth</td> <td>2</td> </tr> <tr> <td>a. Fifth</td> <td>1</td> </tr> </table>	a. Lowest Fee	10	b. Second	6	c. Third	4	d. Fourth	2	a. Fifth	1		10	
a. Lowest Fee	10													
b. Second	6													
c. Third	4													
d. Fourth	2													
a. Fifth	1													
Total:			100											

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

FTA Certifications: The Proposer shall certify and sign **EXHIBITS 1-4** and include them in his/her proposal.

5.16. SELECTION PROCESS

Using the proposal information presented by the firms in their proposal, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluation as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

The Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria WILL result in your proposal declared non-compliant and thus ineligible for further consideration.

A Selection Committee will review all proposals submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the proposals and the selection criteria, the Committee will rank the firms based upon the quality and content included in their proposal as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

5.17. EVALUATION PROCESS

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

a. Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria.

Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta, Georgia Commission for final approval.

Each submittal must respond to the requested information for each section.

b. Phase Two Criteria

(Rank the company that best addresses the scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. Offerors will present their proposals and demonstrate their offered products to the Evaluation Committee. **Prices will be disclosed and included in Phase 2 evaluation phase following the technical question and answer conference or interview; however, price is not the driving factor.** This process will result in the selection of the successful vender who, through contractual agreement will undertake the scope of work.

5.18. PRICE PROPOSALS

The firms shall provide a proposal that includes all request fields of the FEE PROPOSAL that are required to provide the services requested. No additional expenses will be paid by the Augusta in association with the execution of this project outside of the agreed upon fee proposal.

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated.

The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is

made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

5.19. Final Selections

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta Board of Commissioners will make the final decision.

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional fee information and to request a “Best and Final” offer.

5.20. CONTRACT AWARD AND CONDITIONS

The Contract will be awarded to the most qualified Proposer whose offer conforms to the Request for Proposals (RFP) and whose offer is most advantageous to Augusta, Georgia. This RFP specifies the Scope of Work required for this project. The successful Proposer, to whom an award is made, is required to enter into a Contract with Augusta, Georgia that contains terms and conditions substantially similar to those contained in **Section 8 – Contract Provisions** hereof. Augusta, Georgia reserves the right to delete, add to or alter provisions of the Contract prior to execution and any amendments thereafter shall be mutually agreed upon in writing.

5.21. IMPLEMENTATION SCHEDULE

Augusta, Georgia’s existing transit services shall not be disrupted as a result of the implementation of the Contract. The Proposer shall submit a Transition Plan guaranteeing a smooth transition program related to all transit system service and support, including, but not limited to, bus operations, maintenance, employees, and customer service.

Typically a Transition Plan allows for some overlap of performance by the existing and new Contractor. This overlap allows for the incoming Contractor to mobilize its efforts; hire staff, implement drug and alcohol testing, training, etc., and essentially incur costs associated with the work ONLY upon receipt of Notice to Proceed (NOP). With respect to an overlapping timeframe, **it is anticipated that the Augusta, Georgia Commission will reach a final decision regarding the award of RFP 25-125 on or about July 1, 2025.**

Following the award and execution of the Contract, Augusta, Georgia will issue a NOP to the Contractor, which will specify that the Contractor will assume full responsibility for all service components on August 1, 2025.

5.22. BONDS

The Proposal must be accompanied by a bond, cashier’s check, or certified check in an amount not less than ten percent (10%) of the total Proposal price for twelve months of full operation of the fixed route, paratransit, Microtransit and maintenance services. A performance and payment bond in the amount of 100% equal to the contract sum will be required of the successful proposer for the award.

The bonds can be in the form of a bond, cashier’s check, or certified check for the amount stated. Bonds must be written by a surety company, licensed to do business in the State of Georgia, have a “Best’s” credit rating of “B+” or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bond limits equal to or in excess of those required for this project or otherwise be acceptable to the Owner.

Price shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 25-125 Transit Operations and Maintenance Services - FEE PROPOSAL.

End of Section 5

SECTION 6 OPERATIONS AND MAINTENANCE OF AUGUSTA TRANSIT SCOPE OF WORK

6.1. AUGUSTA, GEORGIA'S DUTIES AND RESPONSIBILITIES

Augusta, Georgia has the following responsibilities and performs the following duties with respect to Augusta Transit. (The Contractor will assist Augusta, Georgia in this regard).

A. System Planning and Administration

Augusta, Georgia is responsible for all planning activities relative to Augusta Transit routes, schedules, days and hours of operations, bus stop locations, location of bus stop improvements, preparation of planning documents, budgets, grant applications and related documents, and other such activities relative to the overall system administration.

B. Advertising and Promotions

Augusta, Georgia prepares and pays for all advertising and promotional materials designed to inform Augusta Transit patrons of Augusta Transit operations and to promote ridership.

C. Media Inquires

AUGUSTA, GEORGIA WILL RESPOND TO ALL MEDIA INQUIRIES.

D. Operations and Maintenance Facility

Augusta, Georgia shall provide the Operations and Maintenance Facility for Augusta Transit. This facility consists of an approximately 25,165 square foot Operations and Office Facility and an approximately 3,910 square foot Maintenance Facility. Total acreage of the property is 9.65 acres (security fence enclosed) including 101 parking spaces, six (6) ADA parking spaces and areas for bus storage. The Facility is located at 2844 Regency Blvd, Augusta, GA 30904.

The following functions are undertaken at this Facility:

- Fixed Route Dispatch
- Fixed Route Operations
- Microtransit Operations
- Paratransit Dispatch
- Paratransit Operations
- Driver Break Room
- Payroll
- Safety and Training
- Service, Cleaning, Maintenance and Fueling (2 x 12,000 gallon tanks) of Battery Electric Buses
- Service, Cleaning, Maintenance and Fueling (three (3) two (2) prong 40W Chargepoint Express Plus Chargers)
- Bus Wash (NSWash Systems)
- Customer Service and Engagement
- Department Management and Administration
- Fare Box Probing, Vault and Revenue Counting
- Rural service Management and Administration

An electronic site plan is available on request or will be made available at the optional site visit. Bus circulation is as follows:

- Buses enter the gates on Regency Blvd
- Park at the line and drivers post-check their vehicles
- Forms for the post-check remain in bus and are collected by maintenance crew
- Bus driven by the fueling attendant to the fuel island for fueling
- From fuel island to Bus Wash
- Afterwards bus wash driven to the probe station and the farebox vault is emptied
- Positioned for detail cleaning
- Repositioned to the parking lot for the last stages of cleaning and they are ready for the next day of service.
- Battery Electric Buses positioned at the charging stations for overnight charging.

E. Transit Hubs and Transfer Points

Augusta Transit's primary transit hub is the Broad Street Transfer Facility (BSTF), 1546 Broad Street, Augusta, GA 30901. BSTF officially opened on Wednesday, April 10, 1991, and is designed to handle 5,000 to 6,000 bus riders each day, seat 40 people inside, and 50 to 80 people outside. Six (6) of Augusta Transit's nine (9) Fixed Route bus routes use the facility. Best Friend Express (BFE) an Aiken County (South Carolina) based transit service also stops at the BSTF, allowing riders to/from Aiken County connect with Augusta Transit Fixed Route services. BSTF is Augusta's primary stop for regional long distance bus operator Southeastern Stages.

Current Outside facilities at the BSTF include:

- Two (2) covered breezeways flank either side of building
- Seven (7) saw tooth parking bus bays (Bays #2 thru #7 which accommodate 35ft – 40ft buses) with adjacent benches (No Bay #1)
- One (1) parking bay (accommodates 40ft bus) Southeastern Stages
- 13 parking spaces for vehicles
- Two (2) staff parking spaces
- Two (2) ADA van accessible parking spaces
- One (1) stand-alone Bike rack accommodating five (5) bikes

The Gordon Highway Transfer Point (GHTP), 2554 Deans Bridge Road is the second busiest transfer hub for Augusta Transit. Four (4) of Augusta Transit's nine (9) Fixed Route bus routes use the facility. It is the primary transfer point for buses to South Augusta, routes #8 Barton Chapel/Orange Line and #9 Lumpkin Road/Red Line.

Other important transfer points in Augusta Transit's Fixed Route network are:

- **Walmart Wrightsboro Rd** – Routes #2 West Parkway/Gray Line and #7 Augusta Mall/Pink Line
- **Social Security Administration Bldg.** - Routes #2 West Parkway/Gray Line and #5 Washington Rd/Green line

Locations and aerial views of these transfer hubs and points in the context of Augusta Transit's Fixed Route network are presented on **Appendix 5**. Roundtrip distances from the BSTF, GHTP and Walmart Wrightsboro Rd to the Augusta Transit operations and maintenance facility (for estimates of deadhead miles) are 10, 2.4 and 9 miles respectively.

F. Vehicles and Equipment

Augusta, Georgia will provide to the Contractor the vehicles set forth in **Appendix 3** entitled "Augusta Transit Revenue and Non-Revenue Vehicle Inventory". These vehicles and equipment shall only be used for activities directly related to the transit system covered by this Contract, unless otherwise authorized, in writing, by Augusta, Georgia. Currently, none of the revenue or non-revenue vehicles have an extended warranty.

Augusta, Georgia has established that non-revenue vehicles are to be used for Augusta Transit business purposes only and are not to be driven for after-hours use. This requires all vehicles are to be left at Augusta Transit's offices overnight. Any variation from this policy must have written authorization from Augusta, Georgia.

G. Computers

Contractor will provide their computer hardware and software.

H. Internet Access

Access to the Internet by Contractor employees requires approval of Augusta, Georgia's IT Department.

Augusta, Georgia will absorb the cost of approved Internet.

I. Fax Machine

The Contractor shall provide at a minimum one (1) fax machine.

J. Copy Machines

The Contractor shall provide copiers, supplies and maintenance of supplied equipment, etc.

K. Fuel

The Contractor shall be responsible for dispensing diesel fuel and electric charging to all current and future assigned Augusta, Georgia revenue service vehicles. Augusta, Georgia revenue service vehicle fleet currently consists of diesel-powered and battery electric (from November 2025) fueled vehicles. Augusta Transit currently utilizes the **FuelMaster system**.

The Contractor shall ensure that all assigned vehicles are fueled or optimally charged each day after revenue service. The Contractor shall maintain accurate mileage and fuel dispensed and accurate mileage and Kilowatt hours consumed records for each vehicle fueled/charged and shall include those items in the permanent vehicle record on a daily basis. Prior to Contract start-up, Augusta, Georgia will outline all operating, and administrative procedures that the selected Contractor must follow related to vehicle fueling/charging. The Contractor will be required to utilize and provide reports from automated fueling/charging systems. Currently the **FuelMaster system** is being utilized.

Contractor will purchase all diesel and gasoline fuels. For the Battery Electric Buses, Augusta, Georgia will provide the charging equipment and pay for the electric utility costs exclusively relating to the energy consumed from the bus charging equipment.

1. Diesel and Gasoline

The Contractor shall purchase all fuel for all revenue vehicles and for all service vehicles. Fixed route fleet uses Ultra Low Sulfur Diesel and Diesel Exhaust Fluids (DEF). The Rural vans and support vehicles all run on gasoline. The diesel fuel purchased should be tax exempt from both

state and federal fuel tax. The gasoline purchased should be exempt from federal fuel tax. Augusta, Georgia will not be responsible for the payment of any tax on fuel other than that listed above. All measures should be used and in place for conservation on the consumption of diesel fuel and gasoline. The Contractor is required to purchase diesel through the fueling station located at 2844 Regency Blvd, Augusta, Georgia (for Diesel ONLY). For Gasoline, the Contractor will utilize the Wright Fuel Card for Rural Routes ONLY provided by Fleet Management, Augusta, Georgia.

The diesel fuel for Fixed Route and ADA paratransit shall be purchased by Augusta, Georgia, but deducted from the Contractor's invoice. The Contractor shall be responsible for getting the fuel bids for the diesel fuel and ordering the fuel. The fuel must be exempt from State and Federal taxes. The cost of the gasoline for the Rural vans will be purchased with Augusta's, Georgia Wright Fuel Card, but the cost will be deducted from the Contractor's invoice. Contractor's fuel pricing shall be based on fuel purchases. The Support vehicles shall be fueled by the Contractor at their sole expense. A fuel escalator clause is not permitted.

Augusta, Georgia will bill the above charges to the Contractor according to monthly usage. Gallons and cost of fuel purchased are presented in **Appendix 6**.

2. Clean Energy Fuels

Clean Energy is energy that comes from renewable, zero emission sources that do not pollute the atmosphere when used. Such energy sources (e.g., biogas, electricity, hydrogen) can be used in the propulsion of revenue and nonrevenue vehicles. All measures should be used and in place for conservation on the consumption of clean energy. This may mean fueling at off-peak times of demand to secure a lower cost per unit of clean energy.

Augusta, Georgia will purchase all Clean Energy fuel for all revenue service vehicles and support vehicles configured to use such energy types. Clean Energy purchased will be tax exempt from both state and federal fuel tax.

Contractor will input necessary data into Augusta, Georgia's fuel management system, which functions as a log of fuel consumed, and mileage logged for each vehicle in the Augusta, Georgia fleet. This data entry is required in addition to any logging of consumables that will occur using the maintenance records management software supplied by the Contractor. Contractor will also be required to manage the charging needs of Augusta Transit's battery electric bus fleet, using demand-charging software and equipment provided by Augusta, Georgia. Contractor shall be responsible to maintain all electric charging infrastructure to manufacturer's requirements.

L. Utility Costs

The Contractor shall pay utility costs at all facilities associated with this contract. This will include phones, gas, water, and electricity. However, Augusta Transit will be responsible for the payment of costs directly related to BEB energy consumption.

M. Schedules, Passes, and Tickets

The Contractor will prepare, print, and provide all schedules, passes, tickets, and like materials required by Augusta Transit operations. **The cost for printing the schedules, passes, tickets, Smartcards and like materials is not reimbursable and should be included in your revenue hour pricing.**

- **Tickets** – Tan (one ride) and Green (one ride plus transfer) in quantities of 5,000 each approximately every six (6) months or as needed based on demand.

- **Passes** - monthly and weekly in quantities of 5,000 each approximately every six (6) months or as needed based on demand.
- **Thermal Transfers** in quantities of 30,000 every three (3) months or as needed.
- **Schedules** (nine (9) routes) in quantities of 5,000 each approximately every six (6) months or as needed based on demand.
- **Smart Cards** - 1,000 every three (3) months or as needed.

The Contractor shall assist Augusta, Georgia in developing new route schedules or revising route schedules. The Contractor shall distribute and disseminate such materials in accordance with the provisions of this Contract and any direction supplemental thereto provided by Augusta, Georgia.

The Contractor is responsible for placing schedules at various locations throughout Augusta, Georgia. Each location shall be checked on a monthly basis by the Contractor to ensure that an adequate number of current Augusta Transit route timetables are available at each location. Augusta, Georgia will provide the Contractor with a list of locations. The printing cost will be based on a company that the Contractor utilizes for printing.

N. Radio Communication Systems

Augusta, Georgia has implemented a Citywide, six (6) site, Time-Division Multiple Access (TDMA), 800 MHz Radio System. Fixed Route Paratransit vans, rural vans, and support vehicles are equipped with Augusta, Georgia communication equipment and all operate on Augusta, Georgia system. The radios will be maintained by Augusta, Georgia.

A sufficient number of handheld radios are also provided to the Contractor. Lost handheld radios shall be replaced by the Contractor to the satisfaction of Augusta, Georgia and a police report must be submitted to Augusta, Georgia for any radio reported stolen. Augusta, Georgia is financially responsible for providing the radio license, all radio equipment and equipment installation. A separate firm is responsible for maintenance of radios at Augusta, Georgia's expense.

Augusta, Georgia establishes the communication policies and procedures with which the Contractor will comply.

O. Fare Boxes

Augusta, Georgia provides the electronic fare box system for the Fixed Route system, including the software and hardware. At present, the fare boxes are manufactured by GenfareSPX. Our fare collection system utilizes bus validating fare boxes complete with a cash box and card reader. The system also utilizes trim units. The Fixed Route buses utilize a 32-inch Odyssey validating fare box [model M-24003-3SM]. The Contractor is responsible for the maintenance of the fare boxes. Augusta, Georgia reserves the right to upgrade Fare Collection Mechanisms at any time and with adequate notice to and coordination with the Contractor.

P. Electronic Destination Signs

Augusta, Georgia provides the electronic destination signs for the Fixed Route buses. The Fixed Route buses have Luminator signs, and seven (7) of the Paratransit buses have no destination signs.

Q. Revenue Collection Equipment

Augusta, Georgia will provide a coin sorter/counter and bill counter. The Contractor shall maintain the equipment in good operating condition at all times and provide quarterly preventative maintenance by an authorized dealer. The Contractor shall provide Augusta, Georgia with quarterly preventative maintenance reports.

R. Notification – Potential Interference with Augusta Transit Operations

Augusta, Georgia will make a reasonable effort to notify the Contractor in advance of any road closures, detours, parades, or other such events under Augusta, Georgia’s jurisdiction, which may interfere with Augusta Transit operations or require deviations from established routes or schedules.

S. Telephone

The Contractor will be responsible for the purchase of their own phone lines, telephones and systems.

6.2. CONTRACTOR DUTIES AND RESPONSIBILITIES

A. Operations

The Contractor shall provide the necessary management, technical and operating services for the operation of Fixed Route, Paratransit, Microtransit and Rural Transit as specified by Augusta, Georgia.

The Contractor shall assist and cooperate with Augusta, Georgia in meeting the objectives of providing quality transportation services. The Contractor shall perform close liaison activities, coordination, and cooperation with Augusta, Georgia on matters related to operations, monitoring, reporting and service performance measurements, and will respond immediately to any inquiries, concerns, and requests of Augusta, Georgia.

The Contractor shall execute all dispatch duties including Operator sign-in and out, vehicle route assignments, Paratransit and, monitoring of CAD/AVL, and operational communications such that a Dispatcher is required to be on duty in the dispatch offices at all times while Augusta Transit’s, Fixed Route, ADA/Paratransit and Microtransit vehicles are in service. The Dispatcher will be required to monitor and respond to operational communications, monitor CAD/AVL and provide real time delay information throughout operating hours and communicate with Operators, supervisors, customer service and maintenance personnel regarding operations, service, safety, and customer service issues and all activities related to this work. The Contractor shall keep detailed logs on ALL communications through an automated system to be provided by Contractor and approved by Augusta, Georgia. The Facilities shall have their own dedicated dispatch stations.

The Contractor shall furnish all equipment and services required in the operation and management of Augusta Transit, unless specifically identified to be contributed by Augusta, Georgia.

1. Fixed Route Service

Using vehicles and equipment provided by Augusta, Georgia, the Contractor will operate Fixed Route bus services as specified by Augusta, Georgia. Fixed Route bus service shall be operated in strict accordance with the operating days and hours, routes, and schedules, set forth, and shall provide such service in a safe, professional, and courteous manner. Fixed Route service hours and the peak period bus requirements may vary over the term of the Contract depending upon funding and other considerations.

The Contractor is authorized to deviate from established routes when necessary to avoid construction detours and vehicles or other obstructions within the public right of way as long as missed bus stops are covered by a supervisor. All deviations are to be reported to Augusta, Georgia immediately.

In the event that a Fixed Route bus operates more than ten (10) minutes behind schedule, the Contractor shall report this to Augusta, Georgia immediately, and take all available steps to restore on-time performance. The Contractor shall establish procedures, subject to Augusta's review and approval, to restore on-time performance in a timely and on-going consistent manner.

The Contractor is responsible for developing and distributing all schedule blocks and run cuts in conformity with Augusta, Georgia's prior approval and specifications. In 2023 Augusta Transit acquired REMIX software which can be used by the Contractor to compliment fixed route planning, scheduling or runcutting methods.

A dispatcher is required to be on duty in the Fixed Route dispatch office at all times while buses are in service. The dispatcher will be required to monitor and respond to radio communications throughout operating hours and communicate with drivers, supervisors and maintenance personnel regarding operations, service, safety, and customer service issues. Detailed logs must be kept on ALL communications through an automated system to be provided by the Contractor and approved by Augusta, Georgia.

The Operations Manager together with supervisor are responsible for daily scheduling of fixed routes. This team sets the bus operator start times for each fixed route for each day's service. Following-day schedules are posted for review by 1:30pm each day for standby operators or operators who work on their off-day.

When requested by Augusta, Georgia, drivers will distribute notices to passengers or otherwise render assistance in Augusta, Georgia's customer relations, promotion, monitoring, and supervisory functions.

Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets; issue, collect, and validate transfers, as determined by Augusta, Georgia. Drivers will verify cash fares deposited in the fare box and are not permitted to handle fares. If a passenger is unable to deposit their fare in the fare box, due to a disability, the driver may assist the passenger. Drivers will record ridership counts by passenger categories using the electronic fare box system provided on the bus.

Drivers shall have available, at all times during the operation of any bus, an accurate time piece set each day to conform to the National Institute of Standards and Technology, Eastern Standard Time (EST), and a flashlight for pre-trip and post-trip inspection. Drivers will be required to operate the lift, ramp, kneeling features, and assist in securing wheelchair and scooters.

Some Augusta Transit Fixed Route buses are equipped with Automatic Vehicle Annunciator Equipment. Drivers will be required to activate the equipment and make sure it is programmed properly. Drivers will be required to announce all ADA required stops when the Automatic Vehicle Annunciator Equipment is not working or available on the bus.

Drivers must honestly and accurately fill out a pre-trip and post-trip vehicle inspection as outlined in the Contractor's Operating Rules and Procedures, and Georgia Department of Transportation (GDOT) requirements.

Drivers are responsible for arranging their own transportation to and from their residence and Augusta Transit HQ/Bus Garage (2844 Regency Blvd, Augusta, GA 30904) or relief points. However, subject to availability there are non-revenue vehicles which are used to get Drivers to/from relief points at the end/start of their operational shifts. Augusta, Georgia vehicles

cannot be used by the Contractor to pick up Drivers from their homes/residences or other nonwork establishments.

The Contractor must provide a reliable monitoring program to ensure a high-performance capability in achieving consistent on-time performance. The Contractor will be responsible for, through routine daily monitoring of transit services, of accumulating data and assembling reports that assist in identifying equipment, schedule, or service level improvements.

The monitoring may, from time to time, include ridership statistics, i.e., passenger counts by trip or block, on-time performance and run-time data, onboard ride checks and analysis of schedule, route, or service problems.

The Contractor is responsible for adjusting transit monitoring personnel levels and utilizing existing personnel with other permanent duties as needed to assist in ensuring a consistent high-quality level of service. The monitoring plan and procedures are subject to Augusta, Georgia's approval.

Augusta, Georgia requires a strong supervision component that provides adequate street supervision at all times buses are operating. The Contractor must implement a program that provides adequate geographic coverage throughout the transit system's service area with assurances that there will be a prompt response to accident investigations or service incidents. Because of the geographic size of the service area, street supervision staffing must be evaluated carefully. Augusta, Georgia requires an immediate response time to service incidents including the out-of-City service points.

A special emphasis must be placed on supervision at the Broad Street Transfer Facility (BSTF) and the Gordon Highway Transfer Point (GHTP). The Contractor shall immediately notify Augusta, Georgia of a service incident. An adequate number of road supervisors shall be present during AM and PM peak pullouts to assist drivers with bus and equipment issues, as well as to ensure timely pullouts.

The Contractor is required to provide the names of the supervisors who worked exclusively for Fixed Route, and the number of hours worked per day. This information shall be turned in daily. On a daily basis, Fixed Route supervisors shall do an on-time check of 10% of all trips. Time checks shall be conducted at the Broad Street Transfer Facility (BSTF) and Gordon Highway Transfer Point (GHTP) at a minimum and at any location requested by Augusta, Georgia. Time check reports shall be turned into Augusta, Georgia on a daily basis.

Augusta Transit will not pay for a service trip or revenue hours for any Revenue Vehicle that is driven by a supervisor, manager, safety personnel, dispatch staff and/or other personnel not classified as an Operator during Fixed Route Revenue Hour Service, unless the Contractor has obtained PRIOR authorization from Augusta Transit. The name of the operator of a bus in Fixed Route Revenue Service must be captured on the Daily Operations Report and made available to Augusta, Georgia on request.

Augusta, Georgia will not pay for any buses being staged for any contingency (transit to employee training or any other outside services).

In addition to regular service operations, the Contractor may from time to time, upon receiving specific written authorization from Augusta, Georgia, provide special transportation services. The rate for special event service shall be the same rate as charged for regular Fixed Route revenue service, and the rate shall be paid from the start of the requested service to the end of

the requested service, excluding deadhead. Any exceptions must be approved by Augusta, Georgia. No minimum hours are guaranteed for special events.

Augusta, Georgia has established standard revenue hours (**see Appendix 7**) and revenue miles that will be utilized to establish billable vehicle hours. Any variations from the established routes must be approved by Augusta, Georgia.

2. Paratransit

Paratransit service shall be operated in strict accordance with the established operating days and hours or any revisions thereto.

The actual number of trips and hours may vary over the term of the Contract. Past history data should be used as approximations. The actual service may increase or decrease over the term of the Contract, depending on the demand for service, the characteristics of the Fixed Route service, Augusta, Georgia budget or based on changes in the ADA law.

The Contractor shall employ qualified personnel to review all applications for certification or re-certification and make eligibility determinations, following the Federal Americans with Disabilities Act (ADA) requirements. Currently, one (1) contract employee performs this task. All patrons that do not qualify for ADA Paratransit service, but may have a disability that will allow them to receive a reduced fare card have to complete the Determination of Handicap Eligibility for Reduced Fare Bus Pass Form that is in accordance with 49 CFR 27.5 and also have their physician to review the conditions and sign for them to receive the reduce fare card.

An application and user guideline book are sent upon request to the individual. The certification is based on the answers in the application according to the eligibility guidelines of the Americans with Disabilities Act of 1990. The certification is completed within 21 days of receiving the completed application.

The Contractor is responsible for coordinating this process, commencing with distributing application forms, evaluating completed applications, responding to customers on their certification status, and maintaining an automated database on all certified customers. The contractor is responsible for providing ADA eligibility photo ID cards and the associated equipment. The ID will be issued according to AT's current procedures and in conformance with the ADA regulations. However, photo ID cards are currently not issued. Additionally, the Contractor is responsible for all tasks and costs associated with the certification and/or re-certification process, and the mailing of all Paratransit information materials.

The Contractor, as required by the ADA, will communicate certification decisions to customers within twenty-one (21) days of receipt of the completed application. **The Contractor will provide Augusta, Georgia with monthly reports showing the status of all certification applications and the time required to determine and communicate their decisions to the applicant.**

Appeals of decisions will be directed to Augusta, Georgia for response. The Contractor will provide Augusta, Georgia with all necessary information to evaluate the appeal.

A hard copy file shall be developed and maintained on all Paratransit applicants whether approved or denied, and a copy of all correspondence sent to the applicant by the Contractor shall be maintained in this file. Augusta, Georgia shall have access to these files at all times. At no time shall Paratransit files be inaccessible to City personnel.

The Contractor will coordinate the certification and recertification of Paratransit participants as directed by Augusta, Georgia. The Contractor is to assume all tasks and costs associated with the re-certification process. **Augusta, Georgia reserves the right to modify the Contract to remove recertification function.**

The Contractor will be responsible for issuing ADA eligibility photo identification cards. The photo I.D. will be issued according to Augusta, Georgia's current procedures and in conformance with the ADA regulations. The Contractor is responsible for providing the Photo I.D. Equipment and the special photo I.D. Cards.

All reports produced for Paratransit service and forwarded to Augusta, Georgia must be produced through Augusta, Georgia's Computerized Scheduling Software. No handwritten reports will be accepted. Custom reports are required and the information on the reports must be linked from scheduling software.

Reservations must be taken during normal business hours. The current hours and days for taking reservations are from 8:00 a.m. – 5:00 p.m. Monday through Friday, even if a holiday is observed on those days. Augusta, Georgia will not pay an additional charge if reservations must be taken on a holiday. These hours are subject to modification based on ADA regulations or changes in service hours or days. For reservations on holidays an Interactive Voice Response (IVR) system is in place at the present time for ADA Paratransit.

The Contractor will provide an automated reservation, scheduling, and dispatching program for the provision of Paratransit service. The software will be capable of scheduling all requested trips per day and integrating the requests for service into efficient vehicle routes that maximize productivity, minimize the cost to Augusta, Georgia, and assure quality service.

The Contractor will provide an automated reservation, scheduling and dispatching program for the provision of Paratransit service. The software must be capable of scheduling all requested trips per day and integrating the requests for service into efficient vehicle routes that maximize productivity, minimize the cost to Augusta, Georgia and assure quality service.

Augusta, Georgia's present paratransit scheduling software is Trapeze. The contractor is responsible for annual maintenance and license cost. If the Contractor chooses to purchase a different software, it will be at the sole expense of the contractor. The yearly maintenance fees for paratransit dispatching using Trapeze software amounted to \$41,660 in 2023 and \$45,060 in 2024.

Flexibility is required in the deployment of vehicles throughout the day. The Contractor shall be required to schedule passenger trips and deploy vehicles to provide service to meet service demand in the most efficient and cost-effective manner while meeting ADA requirements. Where necessary, the Contractor must be prepared to employ shifts to provide more service during peak service hours and/or be prepared to deploy a vehicle to handle a small number of trips, or just one trip.

The Contractor is responsible for meeting ADA requirements relative to the delivery of service, including picking up trips within the **30-minute window**. The Contractor shall notify the customer in the event of an unavoidable delay.

The Contractor shall give Augusta, Georgia a six (6) month written notice of the need for additional Paratransit vehicles. The Contractor shall justify the reason(s) for needing the additional vehicles.

The Contractor shall provide the necessary reservation personnel to efficiently respond to incoming calls for reservations requests, trip revisions, general information, and complaints or commendations. Reservation personnel must be well versed in ADA law and Augusta, Georgia's requirements for the provision of Paratransit service.

Reservation personnel will maintain a daily log of all telephone requests received and include information on trip revisions and cancellations.

Reservation personnel shall be required to operate the automated Paratransit reservation system. Reservation and dispatch personnel must be able to operate Telecommunications Device for the Deaf (TDD) equipment for communication with hearing impaired patrons. Good customer relation skills are vital for all reservation personnel.

Augusta, Georgia will pay for Paratransit service on a per-trip basis, regardless of the distance or the time it takes to complete the trip. Augusta, Georgia will not pay for cancellations or no shows. However, billable time does begin at the first pick-up even if it's a no-show. Augusta, Georgia will not pay for any Paratransit trip in which a supervisor, manager, dispatch staff and/or safety personnel drove the bus without approval by Augusta, Georgia. Penalties on no shows, cancels at the door or late cancellations are to be enforced equitably. However, the lack of enforcement due to a lack of staff to track, evaluate and initiate suspensions, Augusta, Georgia must be notified. NOTE: If a request is needed for management to drive Augusta, Georgia has to be notified immediately before manager starts the trip.

A Paratransit personnel is required to be on duty in the Paratransit office at all times while vans are in service. The dispatcher will be required to monitor and respond to radio communications throughout operating hours and communicate with drivers, supervisors and maintenance personnel regarding operations, service, safety, and customer service issues. Detailed logs must be kept on ALL original communications.

A Personal Care Attendant (PCA) or Companion who accompanies a fare paying rider may ride at no cost.

When requested by Augusta, Georgia, drivers will distribute notices to passengers or otherwise render assistance in Augusta, Georgia's customer relations, promotion, monitoring, and supervisory functions.

Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets; and issue, collect, and validate transfers, as determined by Augusta, Georgia. Drivers will verify cash fares. Drivers will record revenue counts by passenger on the driver's manifest. The fare collected is to be totaled by the driver at the end of each tour.

Drivers will also record on the manifest all critical times and mileage necessary to document:

- a. Number of Trips.
- b. Revenue Hours and Revenue Mileage – First pickup to last drop off, excluding lunch and breaks.
- c. Service Operation – Sign in, depart yard, arrive/depart each pickup, arrival back at yard, and sign off.

Drivers shall have an accurate time-piece set each day, available at all times during the operation of any bus, to conform to the Automatic Vehicle Locator (AVL) clock and a flashlight for pre-trip and post- trip inspections.

Drivers will be required to operate the lift and assist in securing wheelchair and scooters.

Drivers must ensure that all passengers, in scooters or wheelchairs, are secured by seat belts and wheelchair restraining systems.

Drivers must fill out a pre-trip and post-trip vehicle inspection as outlined in the Contractor's Operating Rules and Procedures, and GDOT requirements.

Drivers must wait five (5) minutes at the trip origin location AFTER the appointed pick-up time, or five (5) minutes upon arrival if arriving after the scheduled pick-up time, before a passenger can be considered a no-show and the driver departs the location. Drivers must communicate immediately with Dispatch in all cases where a passenger is a no-show. Dispatch must approve the driver to identify the passenger as a no-show and place the information on the dispatch log.

Dispatchers are responsible for daily scheduling of ADA paratransit routes. Dispatchers set the ADA paratransit bus operator pick up times for each day's service. ADA paratransit bus operators call-in for their schedules.

A strong Supervision Component is required for the Paratransit program. This must include ensuring that ADA requirements are being followed in the Paratransit service delivery and that information related to fares, mileage, trips, and revenue hours is being reported accurately.

Augusta Transit will not pay for a service trip or revenue hours for any Revenue Vehicle that is driven by a supervisor, manager, safety personnel, dispatch staff and/or other personnel not classified as an Operator during Paratransit Revenue Hour Service, unless the Contractor has obtained PRIOR authorization from Augusta Transit. The name of the operator of a bus in Paratransit Route Revenue Service must be captured on the Daily Operations Report and made available to Augusta, Georgia on request.

3. Rural

Rural Transit service shall be operated according to **Title 49 USC Section 5311** and GDOT guidelines. It shall also be operated in strict accordance with the established operating days and hours or any revisions thereto.

Rural Transit is a 5311 program and is to be maintained separately. All receipts, orders of supplies, repairs, preventive maintenance, purchase of tires and phone services, etc., are to be kept separate from ADA paratransit and Fixed Routes. It is a reimbursable program and all revenue and reimbursements are the property of Augusta, Georgia. Rural cost is based on revenue hours only.

The actual number of trips and hours may vary over the term of the Contract. Past history data should be used as approximations. The actual service may increase or decrease over the term of the Contract, depending on the demand for service.

Reservations must be taken during normal business hours. The current hours and days for taking reservations are from 8:00 a.m. – 2:00 p.m. Monday through Friday, even if a holiday is observed on those days. Augusta, Georgia will not pay an additional charge if reservations must be taken on a holiday.

The Contractor will use Augusta, Georgia's automated reservation, scheduling, and dispatching program for the provision of rural service.

All rural trips shall be scheduled using real-time scheduling, and all trips must be placed on a route. Augusta, Georgia's present scheduling software (QRyde) will be used by the Contractor. Software programs are mandated by the State. Augusta Transit does not pay maintenance fees for QRyde at

this time. These fees are paid by GDOT. However, if GDOT decides to discontinue these payments it should be noted that currently software maintenance fees are equally shared, 50% Augusta Transit and 50% the Contractor.

Reservation personnel will maintain a daily log of all telephone requests received and include information on trip revisions and cancellations.

Reservation personnel shall be required to operate the automated reservation system. Reservation and dispatch personnel must be able to operate TDD equipment for communication with hearing impaired patrons. Good customer relations skills are vital for all reservation personnel.

The Contractor will pay for Rural Transit service regardless of the distance or the time it takes to complete the trip. Rural Transit service is a reimbursable expense.

At least one (1) rural personnel is required to be on duty in the rural office at all times while vans are in service. Rural personnel will be required to monitor and respond to radio communications throughout operating hours and communicate with drivers and maintenance personnel regarding operations, service, safety, and customer service issues. Detailed logs must be kept on ALL original communications.

When requested by Augusta, Georgia, drivers will distribute notices to passengers or otherwise render assistance in Augusta, Georgia's customer relations, promotion, monitoring, and supervisory functions.

Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets; and issue, collect, and validate transfers, as determined by Augusta, Georgia. Drivers will verify cash fares. Drivers will record revenue counts by passenger on the driver's manifest. The fare collected is to be totaled by the driver at the end of each tour.

Drivers will also record on the manifest all critical times and mileage necessary to document:

- Number of Trips.
- Revenue Hours and Revenue Mileage – First pickup to last drop off, excluding lunch and breaks.
- Service Operation – Sign in, depart yard, arrive/depart each pickup, arrival back at yard, and sign off.

Drivers will be required to operate the lift and assist in securing wheelchair and scooters.

Drivers must ensure that all passengers, in scooters or wheelchairs, are secured by seat belts and wheelchair restraining systems.

Drivers must fill out a pre-trip and post-trip vehicle inspection as outlined in the Contractor's Operating Rules and Procedures, and GDOT requirements.

Drivers must wait five (5) minutes at the trip origin location AFTER the appointed pick-up time, or five (5) minutes upon arrival if arriving after the scheduled pick-up time, before a passenger can be considered a no-show and the driver departs the location. Drivers must communicate immediately with Dispatch in all cases where a passenger is a no-show. Dispatch must approve the driver to identify the passenger as a no-show and place the information on the dispatch log.

A strong Supervision Component is required for the rural program.

Augusta Transit will not pay for a service trip or revenue hours for any Revenue Vehicle that is driven by a supervisor, manager, safety personnel, dispatch staff and/or other personnel not

classified as an Operator during Rural Revenue Hour Service, unless the Contractor has obtained PRIOR authorization from Augusta Transit. The name of the operator of a bus in Rural Route Revenue Service must be captured on the Daily Operations Report and made available to Augusta, Georgia on request.

4. Microtransit

Augusta Transit intends during the term of the contract to pilot test Microtransit services, primarily serving the South Augusta area. At the time of writing a launch date is yet to be determined. Microtransit is defined as an Information Technology (IT) enabled multi-passenger shared ride transportation service that serves passengers using dynamically generated routes and flexible scheduling. Rides are booked and paid for in real-time through an app or telephone call and as such vehicles cannot be flagged down on a street nor are fares of any type taken by the driver. In some cases (excluding the mobility disadvantaged) Microtransit services do not offer door-to-door service and passengers will have to make their way to and from common [virtual] pick-up or drop-off points.

Augusta Transit will operate the Software-as-a-Service (SaaS) Microtransit model provided by Via. The ride matching software program and tablets (driver equipment) are provided, maintained, and updated by a designated IT vendor. Augusta Transit intends to purchase passenger vans (owned by Augusta, Georgia) to provide Microtransit service, such as the Ford Transit 350 or RAM Promaster 3500, as these vehicles are able to provide transit-like service but on a smaller, more flexible scale. Drivers and maintenance staff will be the responsibility of the Contractor.

Microtransit service shall be operated in strict accordance with the established operating days and hours or any revisions thereto. The actual number of trips and hours may vary over the term of the Contract. The actual service may increase or decrease over the term of the Contract, depending on the demand for service or Augusta, Georgia budget.

Microtransit online/app reservation system is available to request trips 24/7/365. The majority of requests for Microtransit trips will be made through the app or virtually. For passengers who choose to request trips by telephone, such call-in reservations must be taken during normal business hours. The current hours and days for taking reservations are from 8:00 a.m. – 5:00 p.m. Monday through Friday, even if a holiday is observed on those days. Augusta, Georgia will not pay an additional charge if reservations must be taken on a holiday. These hours are subject to modification based on changes in service hours or days.

The Microtransit program provides an automated reservation, scheduling, and dispatching program for the provision of Microtransit service. The software will be capable of scheduling all requested trips per day and integrating the requests for service into efficient vehicle routes that maximize productivity, promote flexibility in the deployment of vehicles throughout the day, minimize the cost to Augusta, Georgia, and assure quality service.

For call-in reservation requests the Contractor shall be required to capture such requests in the Microtransit app. The Microtransit app will schedule passenger trips and deploy vehicles to provide service to meet service demand in the most efficient and cost-effective manner while meeting ADA requirements.

For call-in reservation requests the Contractor is responsible for ensuring ADA requirements are accommodated relative to the delivery of service. The Contractor shall notify the customer in the event of an unavoidable delay.

The Contractor shall give Augusta, Georgia a six (6) month written notice of the need for additional Microtransit vehicles. The Contractor shall justify the reason(s) for needing the additional vehicles.

The Contractor shall provide the necessary Microtransit reservation personnel to efficiently respond to incoming calls for reservations requests, trip revisions, general information, and complaints or commendations. Reservation personnel must be well versed in ADA law and Augusta, Georgia's requirements for the provision of Paratransit service.

Reservation personnel will maintain a daily log of all telephone requests received and include information on call-in trip revisions and cancellations.

Reservation personnel shall be required to operate the Microtransit app. Reservation personnel must be able to operate Telecommunications Device for the Deaf (TDD) equipment for communication with hearing impaired patrons. Good customer relation skills are vital for all reservation personnel.

Augusta, Georgia will pay for Microtransit service on a per-trip basis, regardless of the distance or the time it takes to complete the trip. Augusta, Georgia will not pay for cancellations or no shows. However, billable time does begin at the first pick-up even if it's a no-show. Augusta, Georgia will not pay for any Microtransit trip in which a supervisor, manager, dispatch staff and/or safety personnel drove the van without approval by Augusta, Georgia. Penalties on no shows, cancels at the door or late cancellations are not strictly enforced due to lack of staff to track, evaluate and initiate suspensions. NOTE: If a request is needed for management to drive Augusta, Georgia has to be notified immediately before manager starts the trip.

A Microtransit personnel is required to be on duty in the Microtransit Dispatch office at all times while vans are in service. The dispatcher will be required to monitor and respond to radio communications throughout operating hours and communicate with Microtransit drivers, supervisors and maintenance personnel regarding operations, service, safety, and customer service issues. Detailed logs must be kept on ALL original communications.

When requested by Augusta, Georgia, Microtransit drivers will distribute notices to passengers or otherwise render assistance in Augusta, Georgia customer relations, promotion, monitoring, and supervisory functions.

All service, operations and performance reports produced and forwarded to Augusta; Georgia must be produced through the Microtransit Software. No handwritten reports will be accepted. Custom reports are required and the information on the reports must be linked from Microtransit software.

Drivers when operating Microtransit services are to follow the turn-by-turn directions given by the Microtransit app, even when there is a shorter or quicker route known to the driver. Following the turn-by-turn directions of the app, optimizes efficiency in the picking up and dropping off passengers along a route and maximizes service productivity. The Contractor must ensure that all Microtransit drivers follow directions given by the app and any disregard of this requirement is corrected immediately.

Drivers will need to record on the manifest all critical times and mileage necessary to document:

- Number of Trips
- Revenue Hours and Revenue Mileage – First pickup to last drop off, excluding lunch and breaks
- Service Operation – Sign in, depart yard, arrive/depart each pickup, arrival back at yard, and sign off

Drivers will be required to operate the ramp and assist in securing wheelchair and motorized scooters.

Drivers must assure that all passengers, in motorized scooters or wheelchairs, are secured by seat belts and wheelchair restraining systems.

Drivers must fill out a pre-trip and post-trip vehicle inspection as outlined in the Contractor's Operating Rules and Procedures, and GDOT requirements.

Drivers must wait five (5) minutes at the trip origin location AFTER the appointed pick-up time, or five (5) minutes upon arrival if arriving after the scheduled pick-up time, before a passenger can be considered a no-show and the driver departs the location. Drivers must communicate immediately with Dispatch in all cases where a passenger is a no-show. Dispatch must approve the driver to identify the passenger as a no-show and place the information on the dispatch log.

A strong Supervisory Component is required for the Microtransit program. This must include ensuring that ADA requirements are being followed in the Microtransit service delivery.

Augusta Transit will not pay for a service trip or revenue hours for any Revenue Vehicle that is driven by a supervisor, manager, safety personnel, dispatch staff and/or other personnel not classified as an Operator during Microtransit Revenue Hour Service, unless the Contractor has obtained PRIOR authorization from Augusta Transit. The name of the operator of a bus in Microtransit Revenue Service must be captured on the Daily Operations Report and made available to Augusta, Georgia on request.

B. Vehicles

Revenue Service Vehicles

- Augusta, Georgia will provide all Revenue Vehicles necessary for Fixed Route Local service, Paratransit and Microtransit services at the outset of and during this Contract. Augusta, Georgia reserves the right to add or delete vehicles as required during the term of the Contract.
- The Contractor cannot reassign Revenue Vehicles between garages without the consent of the County. As new Revenue Vehicles arrive, existing Revenue Vehicles will be retired. The Revenue Vehicles to be replaced and their assigned locations are subject to Augusta, Georgia review and determination.

Driver Vehicle Inspection Report (Pre-trip and Post-trip Inspection)

- Driver Vehicle Inspection Report (DVIR) shall be made available to Operators on all Revenue Vehicles operated under the Contract. A DVIR shall be completed daily on each vehicle prior to service and after service and filed chronologically by vehicle number.
- All defects shall be repaired by the Contractor. Defects identified on the pre- or post-trip inspections as meeting the out-of-service criteria shall require repair before the vehicle can be returned to service.
- The Contractor shall maintain records of all defects and their repairs. DVIRs shall be kept on file for the duration of the term of the Contract, and copies of all DVIRs shall be turned over to Augusta, Georgia upon termination of the Contract.
- Pre- and Post-trip reports shall be provided by the Contractor and shall be by vehicle type specific with a numbering system specific to each vehicle type.

- The Contractor shall be required to submit proposed DVIR forms to Augusta, Georgia for review and approval as part of the transition process.
- Augusta, Georgia may implement an electronic version of the DVIR during the contract. At such time, Augusta, Georgia shall require utilization of the electronic DVIR on all Augusta, Georgia equipment. The Contractor shall be required to modify their defect tracking and report systems accordingly.

Battery Electric Buses

Augusta, Georgia is committed to transitioning to a fully electric fleet by 2050 and intends to acquire five (5) Battery Electric Buses during the 4th quarter 2025 made possible through a Low Emission No Emission Grant awarded in 2022. A successful Bus and Bus Facilities grant application in 2024 secured six (6) more Battery Electric Buses set to arrive in 2027 or 2028. Contractor responsibilities specific to BEBs are:

- A minimum of 12 consecutive months tenure at Augusta Transit as a full-time fixed route bus driver will be required to operate any battery electric bus.
- Battery Electric Buses (BEBs) do not have transmissions and must not be towed under any circumstances. The use of a flatbed truck or trailer is the recommended mode of transportation during a breakdown.
- The CONTRACTOR is responsible for ensuring that maintenance and general labor personnel have the proper work clothes, shoes, goggles, safety glasses, and high-voltage electric safety equipment, fall protection gear, etc., to ensure the safety and professionalism of its employees.
- By the end of the 2026 Contract Year, at least eighty-five percent (85%) of the Vehicle mechanics must have an Automotive Service Excellence (ASE) certification (or an equivalent industry recognized qualification) and be competent in the repair and maintenance of Battery Electric Vehicles.

Service/Support Vehicles

- Augusta, Georgia will provide all service/support vehicles, such as those needed for supervisors, Operator relief, and maintenance. The Contractor may not use Revenue Vehicles for support functions without the express consent of Augusta, Georgia Transit Director - such consent ordinarily will be given only in emergencies.
- The Contractor shall furnish and maintain all necessary support vehicles in order to ensure field supervision mobility, Revenue Vehicle Operator relief capability, road call maintenance, and vehicle towing throughout the service area.
- Towing and road call services may be handled by contractual agreements or “in-house”, at the Contractor’s discretion. It shall be the Contractor’s responsibility to make these arrangements.
- The Contractor is responsible for ensuring routine preventive maintenance and repairs are consistently performed on all Non-revenue Vehicles and are completed according to manufacturer recommended guidelines by an OEM authorized dealer.
- All vehicles provided by Augusta, Georgia must be maintained in a State of Good Repair (SGR) and any maintenance needed to keep them at a SGR score of 3.0 or higher is the responsibility of the Contractor.

- The Contractor shall ensure all road support vehicles are stocked with spill kits, basic first aid kits, and fire extinguishers.
- The Contractor may not use revenue service vehicles in place of a support or service vehicle or vice versa without the consent of Augusta, Georgia.

Spare Ratio

Augusta, Georgia will supply the Contractor with enough revenue service vehicles to provide at least a twenty percent (20%) spare ratio. The Contractor will be responsible for maintaining a spare ratio of at least twenty percent (20%) throughout the Contract Term.

C. Electric Vehicle Charging and Charging Stations

Augusta, Georgia shall furnish and install battery electric vehicle charging stations in sufficient quantity, type, and schedule to support the battery electric vehicle purchases. The Contractor shall maintain all battery electric vehicle charging stations in accordance with OEM specifications.

Augusta, Georgia will provide a Charging Management Plan to the Contractor for implementation. The Contractor shall notify Augusta, Georgia of significant deviations from the Charging Management Plan.

D. Fully Charged Bus

The contractor must ensure the necessary number of BEBs providing revenue service start each day with a minimum of 80% State of Charge (SOC) and overnight charging must be planned to reach this threshold and ensure charging is successful. The Contractor shall develop a plan to monitor the depot in a 24-hour period. In addition, Dispatch or maintenance personnel shall consistently monitor the SOC percentage throughout the day to ensure it does not fall below 15%. Monitoring personnel shall plan switch outs accordingly to prevent the late removal of buses back to the yard.

E. Safety

The Contractor shall assume full responsibility for assuring that the safety of passengers, personnel, members of the public and Augusta, Georgia's vehicles and equipment are maintained at the highest possible level throughout the term of this Contract.

In this regard, the Contractor will develop and implement an ongoing comprehensive safety program covering all aspects of the system.

The Safety Program must meet at a minimum and at all times; all applicable Federal, State and Local regulations. The Safety Program must be submitted and approved by Augusta, Georgia one month prior to service start-up.

The Contractor will require all drivers, supervisors, dispatchers, mechanics, and managers to participate in the Safety Program.

The following areas are to be included in the Safety Program:

1. Safety Reviews and Accident Prevention

The program will include provisions to regularly review all aspects of the operation to ensure that the service being provided meets the highest level of safety standards. This will

include audits of vehicles and equipment, delivery of accident prevention programs, holding monthly safety meetings, and ensuring follow-up of findings.

2. Emergency Preparation

The Contractor will develop written procedures and provide training programs to address all types of emergency situations, including accidents, crime/security incidents, inclement weather, bomb threats, and acts of terrorism.

3. Accident/Incident Response and Reporting

The Contractor shall develop and implement written procedures, subject to City review and approval, to respond to and report all accidents and incidents. Such occurrences are to include vehicle accidents, passenger injuries or disturbances, employee injuries, and lift failures on in-service buses.

All traffic accidents involving transit system vehicles are to be reported immediately to the Richmond County Sheriff Department or other appropriate law enforcement unit, as well as Augusta, Georgia.

4. Accident Investigation, Rating and Follow-up

The Contractor will develop procedures to investigate, review and rate each accident to determine if the accident could have been prevented utilizing the National Safety Council (NSC) definition of preventability. In addition, this review will establish the need (and schedule, as necessary) for any corrective training, operating guideline revision, or equipment maintenance or technical correction required, together with a follow-up to assure that action has been completed.

All staff involved in accident investigation must be properly trained in accident investigation as required by the U.S. Department of Transportation. Accredited accident investigation courses can be found at USDOT Transportation Safety Institute <https://tsi-dot.csod.com/>

F. Bus Simulator

Augusta, Georgia is committed to engaging a Contractor that will operate and maintain its vehicle fleet in a SGR and ensure that all vehicles reach their Useful Life Benchmark (ULB) age. Minimizing accidents involving any and all Augusta, Georgia vehicles will help achieve this goal. To that end the training and retraining of bus operators will be assisted by a state-of-the-art Bus Simulator. Augusta, Georgia secured funds for the purchase of a bus simulator with a Bus and Bus Facilities grant in 2024. It is anticipated that the acquisition of a bus simulator by Augusta Transit will occur during the term of the contract. Bus Simulator training will supplement on-the-road training and not supersede it.

Contractor responsibilities specific to Bus Simulator are:

- Operator training with the bus simulator must be integrated into all current and future bus operator training programs
- A minimum number of hours (actual number determined by industry standards and local needs) of bus simulator training must be integrated into training programs of any person who may have to operate a bus in revenue or non-revenue service.

- A minimum number of hours (actual number determined by industry standards and local needs) of bus simulator training will be required to operate any Augusta, Georgia revenue vehicle
- A minimum number of hours (actual number determined by industry standards and local needs) of bus simulator refresher training will be required by an operator involved in an accident to resume operating an Augusta, Georgia revenue vehicle.
- A minimum number of hours (actual number determined by industry standards and local needs) of bus simulator refresher training will be required by an operator involved in an ‘at fault’ accident to resume operating an Augusta, Georgia revenue vehicle.
- A minimum number of hours (actual number determined by industry standards and local needs) of bus simulator training will be required every 12-months as a refresher course for all bus operators.

G. ADA Requirements

The program will encompass provisions for meeting ADA public transit requirements, including the policies, regulations, and training of all bus operators in the safe use of all ADA bus equipment. Requirements include the operation of wheelchair lift equipment, wheelchair securement procedures, lift standee policies, operation of bus kneeling features, public address system, vehicle enunciator equipment, the need to make ADA stop announcements even if the vehicle enunciation equipment fails, boarding and securing of mobility devices, service animal regulations, first aid, Cardiopulmonary Resuscitation (CPR), and an awareness of a variety of disabilities and the medical symptoms or risks associated with them. The program shall also include an extensive Sensitivity Training Program with corrective action listed.

H. Drug and Alcohol Testing Program 49 CFR Parts 653 and 654

The Contractor agrees to establish and implement a Drug and Alcohol Testing program that complies with all applicable laws including **49 CFR Parts 655 and 40**, produce any documentation necessary to establish compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation (USDOT) or its operating administrations, the State Oversight Agency of Georgia, or Augusta, Georgia to inspect the facilities and records associated with the implementation of the Drug and Alcohol Testing Program as required under 49 CFR Parts 655 and 40 and review the testing process.

The Contractor agrees further to certify annually its compliance with Parts 655 and 40 before December 31 of each year and to submit the Management Information System (MIS) report before February 15 of each year, to the Augusta, Georgia Department of Transportation (GDOT) prior to transmitting it electronically to the FTA.

To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the Annual List of Certifications and Assurances for Federal Transit Administration (FTA) Grants and Cooperative Agreements”, which is published annually in the Federal Register.

I. Bus Rodeo/Memberships

The Contractor will be responsible for the planning, organization, cost and carrying out of the transit system’s participation in local, state, and national bus rodeo competitions. This involvement includes training, course knowledge, competition regulations and the actual event coordination. However, the Contractor is under no obligation to participate or become a member and participation in a Bus Rodeo and its associated membership is voluntary. The contractor has not participated in any Bus Rodeo competitions at any time during the current contract.

The bus roadeo competitions for Fixed Route, Paratransit, and rural operators are an important safety and training opportunity. Augusta, Georgia will encourage the Contractor's continued active involvement in this safety/training function for all Fixed Route, Paratransit, and rural drivers.

The Contractor will be responsible for any professional association memberships to enable local bus roadeo winners to participate in the National Roadeo. This includes a membership in the American Public Transit Association (APTA), Georgia Transit Association (GTA) and the Community Transportation Association of America (CTAA).

J. Customer Service

Augusta, Georgia places great importance upon Customer Service. The Contractor shall be required to attach the same significance to each passenger complaint or inquiry. The Contractor shall be required to establish a process for the thorough and prompt response to all complaints and inquiries.

Customer Service and Professionalism is expected from any employees with direct contact to the public. Any employee that has four (4) valid unprofessional conduct or inappropriate behavior complaints within a given quarter may be removed from the Contract.

K. Customer Service and Telephone Information

Augusta, Georgia customer inquiry complaint and suggestions will be handled at Augusta's 311 Center and forwarded to the Contractor for resolution. The current customer service phones and numbers are owned and serviced by Augusta, Georgia. Current systems do not permit the recording of calls (exception Paratransit/ADA and Rural bookings and inquiries), type (reservation of general inquiry), hold time, talk time, handle time or determination of call volume.

However, the Contractor shall ensure that adequate staff is assigned to answering the 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 must also be provided on request.

L. Customer Service Program

The Contractor will operate a Customer Service Program, which accomplishes the following:

1. Customer Inquiries, Complaints, and Commendations

A main focus of the Customer Service Program is the handling of all customer/public inquiries, complaints or commendations received by mail, fax, e-mail, phone, or in person.

Customer service shall be provided during all hours that Augusta Transit revenue service is operating. 7:00 AM – 7:00 PM, Monday through Saturday, excluding holidays. Customer service days and hours are subject to change.

All inquiries, complaints, or commendations shall be recorded on a permanent customer comment form. The comments are to be routed to the appropriate department for research and follow-up action. All complaints shall be initially responded to within 24 hours from the time of receipt of the complaint, Monday through Friday. Complaints received on Friday or Saturday shall be responded to on Monday. The complaint shall be researched, and a follow-up call or email shall be made to the customer within three (3) working days.

An important requirement of the program is the supervision of information responses to assure quality control, accuracy, and customer service. In addition, the Contractor shall monitor and schedule personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand.

The Contractor shall provide, to Augusta, Georgia, a plan or training program for ensuring that all Customer Service Representatives are sufficiently trained to provide the highest quality of customer service. This plan shall include but not be limited to:

- Ensuring all fixed and paratransit customer service representatives are knowledgeable of all aspects of Augusta Transit service including routes, fares, and special programs.
- Ensuring all customer service representatives are sufficiently trained in the area of phone etiquette.

2. Computerized Database of Customer Complaints, Comments and Commendations

A monthly comprehensive report is to be provided to Augusta, Georgia showing a summary of all customer communication (both received and sent). The report is to be organized by the customer comment category, by bus route, date, and customer name or employee name. Any follow-up action taken to address the concerns must be specified in the report. This report shall be forwarded to Augusta, Georgia within fifteen (15) days from the close of the previous month.

M. Fare Media Sales Program

The Contractor will sell fare media for all Augusta Transit services at the Transfer Facility. Hours of sales at the Transfer Facility are 7 a.m. – 7 p.m. on weekdays. Augusta, Georgia may also add additional locations where the Contractor shall sell media fares. Augusta, Georgia reserves the right to modify the hours of fare media sales and pass sales.

The Contractor's staff (bus operators and customer agents) will accept payment for fares and passes by cash, check (No personal) and/or money order. Suitable electronic or card payment methods will be accepted when the corresponding infrastructure and fare collection equipment are in operation.

The Contractor will ensure that its Operators require each passenger to pay the appropriate fare prior to being provided transportation service. If the farebox is not working, it is the responsibility of the Operator to report malfunctioning farebox equipment to dispatch immediately upon discovery. If an Operator fails to report malfunctioning farebox equipment as required, and the Contractor continues to use the impacted revenue vehicle to provide revenue service the Contractor may be required to reimburse Augusta, Georgia for any fare revenue that was not collected for the applicable service.

If an Operator is observed not collecting fares and through investigation it is determined the farebox was functioning properly, the Contractor will be required to reimburse Augusta, Georgia all fare revenue that should have been collected by the Operator.

All revenues from the fare media sales are to be included in the passenger fare deposits and belong to Augusta, Georgia. The Contractor **must** provide complete accountability to Augusta, Georgia for this program. A periodic inventory of fare media will be conducted yearly, or at Augusta, Georgia's request. The Contractor is responsible for fare media inventory control. If the inventory of fare media indicates missing fare media, the Contractor will be required to reimburse Augusta, Georgia the face value of the fare media.

N. Lost and Found Program

The Contractor will be responsible for operating a Lost and Found Program and shall manage all goods lost and found on the buses or at the transit facilities. This may include fielding inquiries on the phone or in person. Lost and found items are to be held in a secure location and are to be held for thirty (30) days (unless the item is of great value). Items that are soiled, unhygienic and negatively impact public health or the traveling environment can be disposed of at the Contractor's discretion. Items of great value shall be reported to Augusta, Georgia, and held until further notice from Augusta, Georgia. After 30 days, all items must be inventoried and turned over to Augusta, Georgia.

O. Reduced Fare Program

The Contractor is responsible for issuing special identification cards to disabled individuals (those who do not qualify for ADA services) under the guidelines associated with the Augusta Transit Reduced Fare Program and FTA guidelines. The Contractor shall be responsible for managing the Reduced Fare Program and maintaining accurate and up to date files on all passengers who have been issued Reduced Fare Identification Cards. This information shall be maintained on a computerized database.

P. Bus Stops and Bus Shelters

The Contractor shall assist Augusta, Georgia in the evaluation of requests for additional stops and make recommendations to Augusta, Georgia on stop additions, removal, and relocations. The recommendations need to be based on ADA, safety, and community considerations. This task will be undertaken for new routes. The Contractor shall assist Augusta, Georgia in making recommendations on all bus stops for new routes or realigned routes. The recommendations are to be accompanied by complete documentation for each of the proposed signs, including sketches of the site with information on adjacent roads, land uses, and ADA requirements.

Augusta, Georgia hosts a computerized Augusta Transit bus stop inventory which delineates the location of all bus stops, amenities provided such as shelters, trashcans etc., the bus routes that serve each stop, and the improvements located at each stop.

Road Supervisors, bus stop maintenance/cleaning crews and Operators shall inform Augusta, Georgia of any problems they see at a bus stop (i.e. broken glass, trash, damaged shelter, missing signage, etc.). Augusta, Georgia will require the bus stop number, stop name, and a photo to properly identify issue and location.

The Contractor will be responsible for maintaining and cleaning bus stops, and associated amenities such as bus shelters, seats/benches, light fixtures; emptying trash cans and ensuring that bus stops are used for their intended purposes. Contractor personnel such as bus operators or bus stop maintenance crew noticing any bus stops with damaged or missing trash cans, light fixtures, solar panels or panels (including glass or Lexan); broken benches or excessive graffiti, discoloration or scratches must document and report such occurrences to Augusta Transit within 48 hours.

Contractor personnel such as bus operators or bus stop maintenance crew who observe illicit activities taking place at bus stops or inside bus shelters or bus shelters that have been converted into makeshift homes must document and report such infractions to Augusta Transit within 24 hours. Augusta, Georgia will report such infractions to local law enforcement who are authorized to investigate, remove and/or arrest offending persons. Augusta Transit will also inform nonprofits and social service organizations to assist with the rehabilitation of offending persons some of whom may be experiencing homelessness and/or mental health challenges.

Q. Revenue Collection, Reconciliation and Deposit Procedures

Fare Collection

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

The Contractor will follow revenue collection, reconciliation and deposit procedures to ensure that revenue collection, reconciliation, reporting, and deposit procedures meet industry standards and conform to local and federal requirements. Such procedures must be documented and on request presented to Augusta, Georgia for review.

Procedures should incorporate at a minimum the following:

- Fare Media Sales Program
 - General Guidelines
 - General responsibilities of ticket sales agents
- Point of Sale Cash Registers
 - Cash register transaction procedures
 - Sample transaction
- Multiple forms of Payment
- Refund Policy
- End of Shift and Balancing Cash Drawer
- Closing the Day
- Vault Room Procedures
- Deposit Procedures
- Daily Revenue Reconciliation

During the term of this Contract Augusta, Georgia will expand payment options for bus fares to include online payments, credit/debit cards and contactless payment platforms such as Google Pay, Apple Pay. An exact date launching these payment options is still to be determined.

Revenue collection procedures submitted by the Contractor should also incorporate at a minimum the following:

- a) Credit/Debit Card Transactions (in person & online)
 - Credit/Debit Card Processing Procedures
 - Credit/Debit Card Personnel Authorization
 - Credit/Debit Card Transaction Procedures
 - Cancelling a Credit/Debit Card Transaction
 - Voiding a Credit/Debit Card
- b) Contactless Payment Transactions
 - Contactless Payment Procedures
 - Contactless Payment Personnel Authorization
 - Contactless Payment Transaction Procedures
 - Cancelling Contactless Payments
 - Voiding Contactless Payments

Augusta, Georgia does not accept payments by personal check for any service provided by Augusta Transit.

Revenue collection, reconciliation and deposit procedures followed must take into account the following:

1. All revenue collected by the Contractor for all services is the property of Augusta, Georgia.
2. The Contractor shall reimburse Augusta, Georgia for any revenues missing or stolen from vehicles or facilities.
3. Augusta, Georgia will establish the fare structure for the system. Any changes to the fare structure, authorized by Augusta, Georgia, will be implemented by the Contractor in the manner and at the time prescribed by Augusta, Georgia.
4. Drivers shall be required to ensure that each patron pays the appropriate fare prior to being provided transportation services.
5. Drivers will not handle cash or make change for passengers.
6. If a passenger is unable to deposit their fare into the farebox due to a disability, the driver may assist the passenger.
7. Drivers will record ridership counts by passenger categories using the electronic farebox for the Fixed Route service and driver's manifests for the Paratransit and rural service.
8. The Contractor shall maintain the security of the fareboxes on the buses and the associated revenue collection system. Drivers will immediately report to dispatch all problems arising with the farebox. In the event of a farebox malfunction, drivers must seek permission from dispatch before placing the farebox in bypass mode and it shall be noted on the dispatch log. The Contractor is to immediately take actions to fix the farebox problem, either by providing verbal directions to drivers, dispatching a supervisor or maintenance personnel to the bus, or taking the bus out of service.
9. Service personnel will probe the fareboxes at the probing station each night and will remove the cash box. The GFI farebox probe system (including computer and software) and vaults be provided at no cost to the successful contractor. Service personnel will place the cashbox in the vault via the outside vault door and close the vault door. Money will be automatically dumped into the large vault. After 10 seconds the vault mechanism releases the door and the cashbox. Service personnel will remove the cashbox from the vault and place the cashbox into the farebox. Accurate records will be kept of the cash boxes removed and replaced for each bus. Any problems with these procedures shall immediately be reported to dispatch. Dispatch will then secure the assistance of supervisory or service personnel to complete these tasks.
10. Money is not to be left in any revenue vehicle overnight or when the vehicle is transported to an off property garage or site.
11. Revenue is to be counted daily by staff, independent from Paratransit and Fixed Route operations. There must be a minimum of two (2) staff members and one (1) Augusta, Georgia staff member in the count room at all times during the count. An Augusta, Georgia-provided surveillance system will record activity in the Money Room at all times. The revenue shall be totaled by fare category and separated between service type, such as fixed route, paratransit or Microtransit.

12. All discrepancies are to be investigated and accompanied with an explanation report to Augusta, Georgia. This report must be received within two business days of the discrepancy. The Contractor is solely responsible for lost or stolen fare revenue, Augusta Transit tickets and passes, and shall reimburse Augusta, Georgia for lost or stolen fare revenue, Augusta Transit Tickets and passes.
13. Revenues are to be deposited daily into Augusta, Georgia's bank account at Augusta, Georgia's bank, except for Saturday. Friday and Saturday revenues will be deposited on Monday. Augusta, Georgia will assume costs of armored transport of revenues to the bank.
14. The Contractor (bus operators and customer agents) will sell tickets and passes to the public at the Broad Street Transfer Facility (BSTF). The Contractor will accept payment by cash, check (no personal), and money order. Augusta, Georgia may add additional locations for sales in the future, or extend the hours of sale. The Contractor shall keep a sufficient amount of change on hand to handle cash sales.
15. The Contractor will establish, implement and monitor procedures to ensure proper accounting of all tickets and passes and revenue collected. Augusta, Georgia will perform audits of these procedures to ensure compliance with City and Federal requirements. The Contractor is responsible for lost, stolen, or damaged Augusta Transit Tickets and passes.
16. The Contractor is to regularly review procedures and their implementation to ensure that the process is being administered properly and that all revenue is reported and handled in a manner that meets City and Federal requirements.

R. Records and Reports Procedures

All records and reports are the property of Augusta, Georgia.

The Contractor must maintain detailed records in all areas of the operation. This information is vital to ensure compliance with city, federal, and state requirements, and to enable a thorough monitoring and evaluation of the system, including ridership, revenue, maintenance activities, Fixed Route, express and Paratransit service efficiency, and effectiveness of customer feedback.

The Contractor must develop and implement a plan to ensure the development of a comprehensive and accurate record keeping and reporting program that encompasses all aspects of the operation.

The following are to be incorporated in the Contractor's record keeping/reporting procedures:

- The program must utilize automated data processing to facilitate the efficient compilation and comprehensive analysis of the required data reports.
- All data and records collected pertinent to the Contract must be accessible in the form of a hard copy and an electronic medium accessible by Augusta, Georgia at any time. This information also needs to be accessible by the Federal Transit Administration (FTA), the Comptroller General of the United States or any of their authorized representatives pursuant to 49 CFR. 18.36(1).
- Data processing records must have the ability to be downloaded onto a City medium and must be accessible to Augusta, Georgia at any time.
- The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract. The Contractor will also maintain all of the above records that pertain to preventive maintenance costs for three (3) years after the close of the applicable funding grant.

- The Contractor shall allow Augusta, Georgia access and inspection of records and reports. Further, any duly authorized representative of Augusta, Georgia shall be permitted to observe and inspect any and all of the Contractor's subcontracted facilities and activities for the purpose of evaluating and judging the nature and extent of the Contractor's compliance with the provisions of this agreement. In such instances, Augusta, Georgia's representative(s) shall not interfere with or disrupt such activities.
- The Contractor is responsible for compiling information regarding the Fixed Route and Paratransit operations, including vehicle revenue hours, vehicle mileage, passenger trips and service failures for the preparation of the National Transit Database (NTD) report. This report is critical to the receipt of federal funding, and the Contractor must ensure that all deadlines and procedures established by the FTA regarding the report are followed and any follow-up responses are addressed in a timely manner. This information shall be supplied to Augusta, Georgia no later than April 1st of the following year.
- The Contractor operations staff shall have technical training and a clear understanding of all aspects of the NTD Report including how to develop an FTA approved methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the Contractor shall provide the required NTD information along with all backup information. This information shall be supplied with the monthly invoice.
- The successful proposer will be required to submit audited annual financial statements. **Note: No financial or operational reports shall be released to the public, media or the Commission without the review and approval of Augusta, Georgia's Finance Department.**

S. City Notification – Immediately for Fixed Route, Paratransit, Rural and Microtransit Services

- Accidents – any City vehicle or passenger vehicle
- Incidents that delay route more than 30 minutes
- Missed trips
- Major bus failure – any disabled bus
- Detour or deviation off normal routes, this includes deadhead routes
- Any incident whereby law enforcement, emergency services or fire are contacted for assistance

The Contractor must document and report to Augusta, Georgia all instances where supervisors and dispatchers are used as operators. The Contractor must develop a plan for ensuring adequate supervision in these instances.

T. Personnel

The Contractor is responsible for developing an organization and personnel plan for the operation and for all the responsibilities relating to the employment, training, and supervision of the employees.

U. Trade Union Representation

Augusta, Georgia as a Client its employees are not represented by a Trade Union. However, employees of the current Contractor may opt to be a paid-up member of a trade union, the Transport Workers Union (TWU) Local 527. Union membership is open to bus operators, laborers and mechanics. Dispatchers and schedulers are not members of a union. A copy of the union contract or collective bargaining agreement can be obtained from the General Manager of the current Contractor. Augusta, Georgia is not involved in human resource issues relating to the

Contractor and there is no direct or inferred relationship whatsoever between TWU Local 527 and Augusta, Georgia. Any labor issues or concerns of Contractor staff must be directed to the Contractor and not Augusta, Georgia.

V. Organizational and Personnel Plan

The Contractor will provide an organization and personnel plan identifying staffing levels for each division. The plan needs to detail the job descriptions, full time or part time designation, shifts, days of assignment and projected annual hours. The organization and staffing levels need to enable the delivery of a public transportation service that meets Augusta, Georgia's goals. As conditions change during the life of the Contract, the Contractor is required to develop revisions to this plan to ensure the delivery of quality transit service.

1. Management

The Contractor shall provide management staffing at a level and capability sufficient to oversee its functions and employees.

The Contractor shall designate and provide the services of a full-time General Manager, subject to the approval of Augusta, Georgia, who shall provide overall management and supervision of Augusta Transit under the terms of this agreement. The General Manager must have a minimum of eight (8) years in public transportation operations, including at least five (5) years upper-level supervisory experience.

The General Manager shall work cooperatively with Augusta, Georgia's Transit Division Manager in matters relating to service quality, providing operational and other data as described in the Scope of Work, responding to comments from Augusta Transit passengers and the general public, and responding to specific requests for other assistance as the need arises.

The Contractor shall assure Augusta, Georgia that the General Manager designated for this project will not be replaced without the written consent of Augusta, Georgia. Should the services of the General Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to Augusta, Georgia for approval as soon as possible, but in no event later than ten (10) working days prior to the departure of the incumbent General manager, unless the Contractor is not provided with such notice by the departing employee. Augusta, Georgia shall respond to the Contractor within three (3) working days following the receipt of these qualifications concerning acceptance of the candidate for replacement of the General Manager.

Augusta, Georgia will brief any new General Manager of ongoing and upcoming issues. It is expected that the General Manager will make himself/herself available for weekly meetings with the Transit Director or his/her Augusta, Georgia appointee. The purpose of these weekly meetings will be to present and discuss concerns, issues or updates with the General Manager as well as receive corresponding feedback.

The office of the General Manager will be physically located at Augusta Transit's operations and maintenance facility. The General Manager will be expected to remain at the facility or otherwise within the AT service area as appropriate to the maximum extent possible. **At all times, the General Manager or designee to act for the General Manager, shall be available either by phone or in person to make decisions regarding day-to-day Augusta Transit operations or provide coordination as necessary, and shall be authorized to act on behalf of the Contractor regarding all matters pertaining to the Scope of Work.**

2. Employee Screening and Selection

The Contractor shall use appropriate screening and selection criteria to employ all staff. A detailed method for the selection of all employees must be developed and approved by Augusta, Georgia one month prior to service start-up. The selection method must identify a process for evaluating minimum requirements.

The following shall be addressed in the screening and selection program:

- Proven ability in the area of customer service. This is vital to the delivery of quality transit services.
- Review of driving ability for all employees operating transit vehicles.
- References of past employment.
- Drug and alcohol testing for safety sensitive employees, this includes a signed waiver at the time of hiring for any drug/alcohol testing results to be given to Augusta, Georgia.
- Job related requirements for each position.

Contractor will be responsible to administer background checks on all personnel, and make available to Augusta, Georgia if required.

3. Training

The Contractor shall develop, implement, and maintain a formal training and retraining program, which shall be subject to review and approval by Augusta, Georgia. All operators, dispatchers, customer service personnel, general laborers, supervisors and managers shall participate in the program.

An important part of the program is a Customer Relations component. All employees having contact with the public must complete the Customer Relations course, approved by Augusta, Georgia. The purpose of the course is to help provide employees with skills in providing quality customer service to passengers and the public.

Dispatchers, telephone operators, supervisors, and any other personnel who may, from time to time, be assigned to telephone information or Paratransit reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, and all operating policies. Operations control personnel assigned to Paratransit trip scheduling and vehicle dispatching duties shall have a detailed knowledge of the applicable procedures, professional techniques, and rules regarding the Augusta Transit Paratransit program.

As part of the training program, the Contractor shall prepare and distribute to all operators, dispatchers, telephone operators, and supervisors a: 1) Drivers Manual and 2) Public Transportation Agency Safety Plan (PTASP).

Contents of the Drivers Manual shall include the following subject areas:

- Driver's Rules
- Accident/Incident Policies
- Radio Policies and Procedures
- Cell Phone Policy
- Name Plate Policy
- Electronic Fare box Policies and Procedures
- Video Surveillance Policies and Procedures

- Traffic Control Center Policies and Procedure
- Vehicle Enunciators Policies and Procedures
- Fog and Inclement Weather Policies and Procedures
- Vehicle Inspection Policies
- Care and Maintenance Policies and Procedures
- Sensitivity Training Policies
- ADA Policies
- Reporting Procedures
- AVL Policies and Procedures
- Pertinent Sample Forms

Five copies of the Drivers Manual shall be forwarded to Augusta, Georgia one month before the start of service. Any updates to the manual must be provided promptly to Augusta, Georgia.

For operators, the Contractor must certify in writing, by name, each individual operator as having satisfactorily completed all the requirements and training courses prior to allowing that individual operator to operate a bus in revenue service. This stipulation will apply for any Augusta, Georgia diesel or gasoline powered bus and Battery Electric Buses.

This certification requires a minimum of eighty (80) hours of training for each operator, full and part-time. The exception shall be any person for whom the Contractor can provide written documentation of both one year's experience as an operator for the Contractor in a different operation operated by the Contractor and at least forty (40) hours of formal training by the Contractor at Augusta, Georgia's operation. Experience and training with other transportation systems, including other public transit agencies or school systems is not acceptable.

The minimum eighty (80) hours shall include the following:

- a) The eight (8) hour minimum National Safety Council Defensive Driving Course or equivalent with satisfactory scores.
- b) A minimum of thirty-two (32) hours of wheel time must be performed, including at least two round trips on each route. One trip shall be done without assistance by the trainer to test the operator's knowledge of the route. Each operator shall operate all types of buses during training.
- c) **At least eight (8) hours of classroom instruction shall be performed for each of the following categories:**
 - Passenger relations, including dealing with problem passengers
 - Accident, incident or Emergency procedures and reporting
 - Radio communication procedures and codes
 - Schedules, routes and fare box procedures
 - Vehicle enunciator procedures
 - Sensitivity training
 - Disability awareness and sensitivity, ADA awareness and regulations, wheelchair ramp/lift procedures etc.
 - Pre-trip inspection
 - Map reading

- Schedule reading
- Fare collection including logging on to farebox equipment, fares, passes machine, Augusta Transit-approved specialized passes, and other fare media as determined
- Recording NTD information including bus number, route, run, trip, service and revenue odometer readings, and all RABA reporting requirements
- On-time performance procedures
- Detour procedures
- Bike rack usage
- Layover and relief procedures
- Civil Rights, Title VI (including limited English proficiency training, including antibias/antiracism training)
- Sexual harassment training
- Bloodborne pathogens exposure control plan
- CAD/AVL System Operations
- Augusta, Georgia Public Transportation Agency Safety Plan (PTASP) training, and the Operator's role in promoting safety, and in emergency operations
- FTA and TSA Security Awareness training
- Human Trafficking training as required by the State of California (1 hour)
- The relationships between the Operator, the Contractor, and Augusta, Georgia.

Route-specific training including the route schedule, bus stops and timepoints locations, route transfer locations, and assigned lefts/rights will be provided to each Operator any time their route assignment changes, whether due to a shift bid, leave of absence, or service change.

Contractor shall provide special retraining [desk and bus simulator] for Operators who have been involved in a preventable accident, who fail to follow proper procedures, who have become lost on route, or who fail to use equipment correctly. Operators who establish a pattern or practice of failing to log in properly to on-board equipment/systems including rangers, fareboxes, destination signs, etc. shall be retrained on the appropriate systems.

Operators who continue failing to log in to on-board equipment/systems following retraining must be replaced at Augusta, Georgia's direction.

Contractor shall at all times during the term of the Contract make available to Augusta, Georgia current copies of all materials used to train Operators, Road Supervisors, Dispatchers, Maintenance personnel and other personnel, Company Operator's Manual/Employee Handbook, calendar/schedule of all planned and current operator and personnel training sessions, excluding individual retaining. Augusta, Georgia reserves the right to audit, attend, or monitor all training activities.

To maintain each individual operator's certification, the Contractor must provide and document annual refresher training of at least eight (8) hours for each operator covering all the aforementioned categories.

The Contractor's Safety Department shall conduct and document on-board evaluations of all operators regardless of how long they have been employed. Each ride check shall be a minimum of one (1) hour and shall be conducted by the Contractor every three (3) months on each operator and made available to Augusta, Georgia for review.

The Contractor is responsible for training all operators on the requirements for public transit as defined in the Americans with Disability Act of 1990 (ADA) requirements or subsequent updates. A comprehensive, on-going training program shall be developed by the Contractor addressing ADA requirements. A copy of the Contractor's comprehensive on-Going ADA training program shall be provided to Augusta, Georgia upon Recommendation of Award but prior to implementation of Award.

Augusta, Georgia will strictly enforce compliance with the ADA law and has established performance standards to ensure the Contractor's employees are responsible in this area.

Paratransit training will include all the requirements identified for Fixed Route operators. Paratransit operators must hold a valid Georgia or South Carolina Commercial Driver's License (CDL). In addition to the training requirements previously identified, ALL operators will be required to complete additional sensitivity training related to transporting persons with disabilities. This training shall be more comprehensive than the general sensitivity training programs, emphasizing the ADA requirements, sensitivity, boarding and wheelchair securement skills, and will provide a higher awareness of the various disabilities.

4. Apprenticeship

Augusta, Georgia encourages the Contractor to implement and sustain a maintenance apprenticeship program to train and mentor new mechanics, and to institute an ongoing training program to help existing technicians gain new certifications and advance their skillsets. Augusta Technical College has expressed a desire to partner with Augusta Transit in the training of future cadres of mechanics, technicians and engineers interested in diesel and clean energy propulsion systems.

5. Supervision

The Contractor's supervision program must ensure that a high-quality level of service is being delivered to Augusta Transit passengers at all times. Supervisor staffing levels, in all departments, should be evaluated carefully by the Contractor to meet the above goal. Supervisors must have and maintain a Georgia or South Carolina CDL with a passenger endorsement.

Additionally, every three (3) months, or at the direction of Augusta, Georgia, the Contractor shall conduct spot checks of all supervisors in the field to evaluate the performance of each supervisor and provide Augusta, Georgia a copy of the spot checks.

W. Uniforms

All operators are required to wear the official Augusta Transit uniform. Augusta, Georgia shall determine the uniform policy. The Contractor may not alter or replace uniform parts without the express approval of Augusta, Georgia. The operator uniform includes a distinctive name and number badge, insignia, hat, slacks, shirt, jacket, watch, belt, shoes, and socks. Maintenance employees and supervisors must be in uniform when on duty and such uniforms must be approved by Augusta, Georgia.

The Contractor shall supply Augusta, Georgia with a plan for the proposed uniform pieces and supplier. However, the system logo, name, and colors are determined by Augusta, Georgia. Operators and street supervisors must be clean and professionally dressed at all times. The uniform may not be worn while off duty, such as while operating a charter service which is not a part of the Augusta Transit service.

As managers set the example for their employees, managers should pay particular attention to their attire, and shall be clean and professionally dressed at all times.

X. Name Badges

While on duty, each operator shall display their name badge to include first initial and last name.

Y. Cell Phones, Audio and Visual Equipment/Onboard Camera Surveillance Equipment/AVL Equipment

All revenue service buses are equipped with a variety of technologies, including Genfare Odyssey fare boxes and associated data systems, CAD/AVL systems, video surveillance systems, automatic passenger counters (APCs), and electronic destination signs. The complete inventory and functional status of onboard technology for revenue vehicles is presented in **Appendix 8**.

Operators are not permitted to carry or use audio or visual equipment while in revenue service, with the exception of a handheld City of Augusta radio used in revenue service.

Operators are permitted to carry cell phones but are not allowed to utilize the devices (including earpieces or other smart devices) while a bus is in operation. Cell phone usage may be utilized ONLY in case of EMERGENCY or breaks.

Tampering with or disabling any equipment onboard any Augusta Transit bus will result in the permanent removal of the Contractor employee from all activities associated with this Contract.

Z. Data or Images collected through Telematic, Wireless, Audio and Visual Surveillance Equipment owned and installed by the Contractor

All Augusta, Georgia revenue service buses are equipped with a variety of technologies and telematic/wireless systems and are 100% owned by Augusta, Georgia. In order to enhance safer and efficient transit operations Augusta, Georgia on written request from the Contractor may grant permission in writing to install additional technologies and telematic systems on revenue service vehicles at the Contractor's expense. Such equipment installed will remain the property of the Contractor and if removed, replaced or repositioned a 48-hour advance notice period in writing to Augusta, Georgia is required.

Augusta, Georgia will have full access to and shared-ownership of all data and images associated with any equipment installed on its revenue service vehicles by the Contractor, including robust reporting capabilities and administrative backend dashboard access. If such access cannot be given the Contractor is prohibited from installing any additional equipment and existing equipment must be removed from Augusta, Georgia revenue service vehicles.

Augusta, Georgia must have the capacity to determine for itself any safety or operational benefits arising from Contractor owned and installed equipment. Access to any data or images collected by such equipment will enable Augusta, Georgia the means to validate and substantiate the Contractor's findings.

AA. Equal Employment Opportunity (EEO) Affirmative Action

The Contractor must develop and implement an EEO and Affirmative Action program that meets or exceeds all federal, state and Augusta, Georgia regulations and policies.

BB. Progressive Disciplinary Policy

The Contractor shall provide Augusta, Georgia with a copy of their Progressive Disciplinary Policy. The Contractor shall follow their progressive disciplinary policy during the entire duration of this

Contract. Failure to follow the progressive disciplinary policy may result in termination of the Contract.

CC. Turnover Procedure

Upon termination of this agreement, the Contractor shall return all Augusta, Georgia owned vehicles and equipment to Augusta, Georgia ready for use, with no deferred maintenance or damage. The Turnover Procedure outlined below will be followed during the turnover period.

In the event that the Contractor returns Augusta Transit vehicles and/or equipment to Augusta, Georgia with deferred maintenance or damage (as identified in the Turnover Procedure), Augusta, Georgia shall determine the cost to correct such deficiency(s) and Augusta, Georgia shall withhold said amount from Contractor's final payment(s). Augusta, Georgia may, at its discretion, use withheld funds to correct and resolve deferred maintenance and/or damage as necessary to bring fleet into compliance with acceptable standards for turnover.

1. Turnover Procedures

This procedure is designed to determine the condition of Augusta Transit vehicles and equipment at the time of turnover between the Contractors. This Turnover Procedure shall be implemented toward the end of the current Contract term and prior to the commencement of the new Contract. At Augusta, Georgia's option, a Turnover Inspection may be implemented with or without a change in Contractors.

a) Pre-Audit Meeting

Current Contractor, Successful Proposer, and Augusta, Georgia (or its designee) shall meet sixty (60) to ninety (90) days prior to the scheduled initial audit meeting. All parties shall be represented by authorized personnel at this Pre-Audit Meeting. The purpose of the Pre-Audit Meeting shall be to set guidelines for procedure during the Initial Audit. Procedures shall be agreed upon and confirmed in writing by all parties within five (5) working days of the Pre-Audit Meeting.

b) Initial Audit

Contractor, Successful Proposer, and Augusta (or its designee) shall meet thirty (30) to sixty (60) to ninety (90) days prior to turnover at the Contractor's facility. All parties shall be represented by authorized personnel at this Initial Audit. Contractor shall make available their current facility and such personnel as necessary to move coaches and operate hoists. Contractor shall make available to Augusta, Georgia (or its designee) all preventive maintenance inspection records, daily driver inspections, oil analyses test results and any other records required by Augusta, Georgia. Contractor, Successful Proposer, and Augusta (or its designee) shall cooperate fully during the Initial Audit as set forth in the guidelines determined at the Pre-Audit Meeting.

At this time, Augusta, Georgia (or its designee) shall examine every bus and determine its current condition. Contractor shall make available adequate facilities and equipment dedicated to accommodate the Initial Audit. All parties shall be provided the draft results of this inspection at the conclusion of the Initial Audit.

After the Initial Audit, Contractor and Augusta (or its designee) shall meet to determine a plan and timeline for resolution of defects found, if any, during the Initial Audit.

Contractor shall furnish Augusta, Georgia with timeline and specific plan for resolution of deferred maintenance prior to turnover. The "Resolution Plan" shall be submitted no less than thirty days prior to the expected Turnover date.

c) Turnover Audit

Several days prior to turnover, Augusta, Georgia (or its designee), Contractor, and Successful Proposer, shall meet to physically re-examine every bus. Records shall be kept, and made available to Augusta, Georgia (or its designee) documenting items which have been repaired since initial inspection. The current condition of every bus shall be determined. Contractor shall make available adequate facilities and equipment dedicated to accommodate the Turnover Audit. All parties shall be provided the draft results of this inspection at the conclusion of the Turnover Audit.

DD. Printer

The Contractor is responsible for the purchase of their own printers, maintenance, supplies, toner, etc.

6.3. MAINTENANCE

All of the assets for which the Contractor will be responsible were purchased with a combination of Federal, State, and local funds. FTA funding requirements are captured in an agreement that Augusta, Georgia signs annually when accepting FTA funding. As a result, Augusta, Georgia must comply with applicable regulations, which will be passed on to the Contractor.

The Contractor shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of Augusta, Georgia vehicles and equipment. Fuel and Maintenance Cost per Mile records for the year 19 are presented as **Appendix 9**. Vehicle Job History and Work Order Report is presented as **Appendix 10**. An example of a Down Report is presented in **Appendix 10**.

A. General Terms

1. The Contractor shall be responsible for the maintenance of all vehicles (including clean energy fueled) and all other equipment, furnishings and accessories required in connection with the operation of the system, with the exception of the radio communications. Such items shall be in clean, safe, sound and operable condition at all times and in full accordance with any manufacturer recommended maintenance procedures and specifications. In addition, items shall be maintained in compliance with all applicable requirements of Federal, State and Augusta statutes or regulations.
2. In this regard, the Contractor shall provide all labor, repairs, parts, supplies, lubricants, solvents, and all other components, services, tools and equipment not provided by Augusta, Georgia that may be required to fulfill its maintenance responsibilities, at the Contractor's cost and expense.
3. In the event that Augusta, Georgia provides the Contractor with additional buses and/or equipment in the future, the Contractor shall acknowledge receipt of such additional items upon their delivery to and acceptance by Augusta, Georgia. Additionally, the Contractor shall be responsible for fulfilling its maintenance responsibilities (PMIs, replacement parts, etc.), at the Contractor's cost and expense.
4. Upon termination of the Contract, the Contractor shall return all Augusta equipment to Augusta, Georgia, ready for use, with no deferred maintenance or damage. The specific procedures to be followed for this turnover are outlined in this section.

B. Maintenance Objectives

The objective of the maintenance provisions in this contract are to:

1. Ensure that the Contractor maintains the performance and condition of the assets both during the contract period and for a reasonable period thereafter, to minimize the risk to safety and of service loss;
2. ensure that the Contractor maintains compliance with all applicable requirements of Federal, State and County statutes or regulations;
3. ensure that the Contractor resources asset maintenance activities with persons with the necessary competence to undertake the work safely and legally;
4. ensure that the Contractor has determined and is managing risks, to prevent or reduce undesired effects;
5. provide Augusta, Georgia with assurance in relation to the above.

C. In-Service Minimum Expectations and Requirements

If the below listed equipment, or systems, are installed in any Augusta, Georgia bus, the Contractor must, without exception, maintain as indicated below:

1. Fully operational heating, ventilation and air conditioning (HVAC) systems (year round); bus operator and seat belts; wheelchair lifts/ramps; securement belts; flip seats; radios; farebox; video security systems; mirrors; and, informational decals and templates including, but not limited to, use of cell phones, elderly and disabled seating, no smoking, and standee policies. A full operational state will also apply to items unique to BEBs. Buses shall comply with applicable ADA regulations at all times.
2. Be free of body damage, have no broken or cracked glass, have no missing or unpainted panels, missing decals or bus numbers and be checked nightly for body damage, mechanical defects, tire condition, flats, excessive curbing, or wheel lugs missing and/or loose.
3. Be free of graffiti on the exterior and interior of buses.
4. Have all safety items and ADA signage/equipment/requirements fully operational (i.e. lights, brakes, horn, tires, wheelchair tie downs, lap and seat belts, passenger stop request device, destination signs, enunciator, etc.).
5. Contractor will maintain a clean appearance in the exterior and interior of the vehicle while in service at all times to include wheel polishing or painting of hubs as needed. In addition, the rear of the bus in revenue service must be clean from black soot particles at the start of each operational day.
6. No vehicle will be repaired with parts taken from another vehicle for any reason without prior written consent from Augusta, Georgia.
7. The power train shall perform in a manner that allows the operator to meet published service schedules while not having offensive exhaust smoke, oil and/or fluid leaks or excessive noise output.

D. Minimum Requirements for Employee Technical Training

The Contractor will be required to operate and train the necessary personnel for future expansion to Battery Electric or Hybrid. The Contractor shall provide technical training for all maintenance personnel necessary to ensure a consistent level of current and thorough knowledge in the maintenance and repair of several types of vehicles (including clean energy fueled) and equipment used in Fixed Route, Paratransit Microtransit and rural service including air conditioning systems, wheelchair lifts/ramps, and other ancillary equipment. Such training must lead to Certification status or equivalent of the trainee.

No less than 14 Days prior to the Start of Service Date, the Contractor shall submit a Staffing and Employee Training Plan to Augusta, Georgia for review and comment. At a minimum, the Staffing and Employee Training Plan shall include the following:

1. The Proposer shall submit a staffing plan detailing how it proposes to locate and hire vehicle operators, 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.
2. 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.
3. The proposal shall also include an overall project schedule including milestones and proposed completion dates including addressing refresher training including frequency and content. This project schedule shall identify and describe the key milestones and activities required to ensure progress toward successful start-up and on-going implementation of the project.
4. Safety training necessary to meet local, state, and federal requirements, and the requirements.
5. Not less than 20 hours of initial training in customer service shall be provided for all Field Supervisors, Bus Operators, Customer Service Representatives, and other personnel frequently in direct contact with the public. Said training shall include a conflict de-escalation and resolution component. Said personnel shall also receive not less than 20 hours annually of refresher training in customer service.
6. All maintenance personnel must receive a minimum of 40 hours of vehicle specific training annually. This training may include Contractor or vendor-provided refresher/update training on various aspects of Revenue Vehicles.
7. Staff charged with maintenance and servicing of battery electric vehicles shall receive maintenance and safety training, including arc-flash training, NFPA 70E or OSHA training per 29 CFR 1910, and related OEM servicing and maintenance training for high voltage systems.
8. ASE Certification. By the end of the 2026 Contract Year, at least eighty-five percent (85%) of the Vehicle mechanics must have an Automotive Service Excellence (ASE) certification (or an equivalent industry recognized qualification).

The Contractor's plan must demonstrate how it will:

1. Provide a staffing plan that includes a mix of A, B, and C level technicians, plus supervisory and support staff sufficient to successfully perform Augusta, Georgia's maintenance functions is required. The Contractor shall ensure that maintenance staff are completely trained, familiar

with all repairs, servicing and maintenance needs associated with the fleet provided by Augusta, Georgia.

2. Incorporate training programs and courses through reputable providers such as Augusta Technical College, National Transit Institute (NTI), USDOT Transportation Safety Institute, Zero Emission Bus University (ZEBU), etc.
3. Upskill existing personnel, especially vehicle maintenance personnel regarding National Institute for Automotive Service Excellence (ASE) certifications (or an equivalent industry recognized qualification).
4. Provide training of Bus Operators and Field Supervisors in the operation of new bus models, including Battery Electric Buses to be used in revenue service.
5. Meet the OEM training requirements for Fare Collection Mechanisms and on-board technologies, oil and fluid sampling analysis, and other special disciplines or functions required to maintain revenue service vehicles.
6. Train all Bus Operators and Field Supervisors on the requirements for public transit as set out in the Americans with Disabilities Act of 1990, as amended, and in the regulations of U.S. Department of Transportation at 49 CFR Part 37 implementing ADA requirements.
7. The Contractor shall maintain current documentation of all completed training in the employee's personnel file.

E. Scheduled Maintenance Activities

- Preventive maintenance inspections with component services, inspection defect repair, scheduled component service and scheduled component replacement before failure;
- Daily service of fueling, refilling powertrain fluid levels, interior clean and washing of the bus; and
- Scheduled cleaning including interior cleaning, engine/radiator wash and chassis wash.

F. Unscheduled Maintenance Activities

- Pre-service defects discovered by operators.
- Defects written by operators on Daily Vehicle Condition Reports (DVCR).
- In-service breakdowns.
- Accidents regardless of fault.
- Manufacturer warranties and recalls.
- Third Party Audit Defects and repairs.

G. Preventive Maintenance Program

The Contractor shall develop and submit a pro-active preventive maintenance program for review and approval by Augusta, Georgia within thirty (30) days after the effective date of the Contract. At a minimum, the Contractor's preventive maintenance program shall comply with the preventive maintenance schedules recommended by Original Equipment Manufacturer (OEM), component manufacturer requirements, Federal Motor Carrier Safety Regulations (FMCSR), Federal Motor Vehicle Safety Standards (FMVSS) for each vehicle type and best practice standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any Augusta, Georgia vehicle or associated equipment.

The Contractor shall plan, implement and control the necessary processes and practices needed to implement the preventive maintenance program identified.

The Contractor shall document the work completed and provide to Augusta, Georgia as evidence of it delivering its planned preventive maintenance program for the assets under its stewardship.

The Contractor shall make changes to its Preventive Maintenance Program acceptable to Augusta, Georgia if its first submittal is not approved. Adherence to Preventive Maintenance Inspections (PMI) schedules shall not be regarded as reasonable cause for deferring maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of said PMI schedule.

The Contractor shall strictly adhere to the approved preventive maintenance program.

The Contractor shall not defer maintenance for reasons of shortage of maintenance staff, maintenance equipment, or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of Augusta, Georgia. PMI's and running repairs shall receive first priority in the use of the Contractor's maintenance resources. The Contractor shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by Augusta, Georgia.

The Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet Augusta, Georgia's maintenance requirements at no additional cost to Augusta, Georgia.

During the Contract period, Augusta, Georgia (or its designee/subcontractor) will have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced visits or inspections of the fleet and records associated with their maintenance and repair to include total access to any paper files or electronic program or system(s) which maintain any records (present or historical) for Augusta, Georgia assets supplied under this contract.

H. Third Party Vendor Repairs of Augusta, Transit Vehicles

Augusta, Georgia vehicles, at times, will need to be repaired or serviced by a third-party vendor who specializes in specific repairs or provides warranty repair for the manufacturer. These repairs may be conducted on Augusta, Georgia property or offsite. The Contractor shall be responsible for any and all repairs performed to Augusta, Georgia vehicles and equipment.

Each repair performed by a third-party vendor shall have a system work order initiated with the complaint, cause, and correction while identifying that a third party performed the repair. When the third party presents a work order and/or invoice, a copy shall be attached to the system work order and retained in the appropriate vehicle file. All third-party vendor repairs and warranty repairs are the responsibility of the Contractor unless prior arrangements have been made with Augusta, Georgia.

At the conclusion of the repairs by a third-party vendor, the Contractor's on-duty supervision is responsible for reviewing the vehicle for the completeness of the repair, cleanliness of the repair and functionality. Vehicles that were out of service for an extended time shall have an inspection of the functionality, a review of safety items, and the drivability of the vehicle along with completing daily service.

Buses which are sent offsite for repair the farebox must be probed and emptied of all monetary contents. The farebox shall be identified by the bus number on departure for the offsite location and on its return to the Augusta Transit bus depot.

The maintenance staff shall document and track the status of off-site buses in the same manner as those being maintained or repaired in-house. The Contractor shall contact the third-party vendor for an update every other day, at a minimum, for a status report and document that status on the shop out of service tracking sheet. The repairs and the condition of the vehicle shall be reviewed by the Contractor's supervision, have the farebox re-initiated, and be run through daily service before it is returned to service.

I. Late or Missed Preventive Maintenance Inspections

The Contractor shall maintain preventive maintenance inspections the same as the intervals between inspections. Should the Contractor's PMI schedule consist of 3,000-mile 3K inspection, 6K inspection, 9K inspection, 12K inspection, 15K inspection, 18K inspection, 21K inspection and a 24K inspection, then the distance between one 6K and the next consecutive 6K inspection constitutes the distance between "LIKE" inspections.

Any PMI inspection completed more than ten percent (10%) past its PMI mileage interval is considered "Late".

Any PMI inspection completed more than fifteen percent (15%) past its PMI mileage interval is considered "Missed".

Late and missed PMI's shall result in the application of liquidated damages as outlined in the Contractors Performance Standards Incentives and Penalties.

J. Mechanical Maintenance Program

The Contractor shall be responsible for the safe and efficient maintenance of all:

- Vehicles (including clean energy fueled) and equipment
- Shop equipment
- Vehicle ADA equipment
- Destination Signs
- AVL equipment
- APC equipment
- Electronic fare box systems and Ticket Vending Machine (TVM)
- Video surveillance equipment and components
- Vehicle Enunciator equipment
- Other Augusta, Georgia provided equipment, furnishings, and accessories required in connection with its operation of Augusta Transit services

The Contractor shall maintain each of these systems per the manufacturer's and Augusta, Georgia's recommended guidelines and buses shall NOT be placed into revenue service with inoperable on-board electronic systems. Laptops and other diagnostic tools purchased by Augusta, Georgia for use by the Contractor must always be secured and protected against theft or damage outside of normal wear. Failure to adhere to this requirement shall result in liquidated damages.

All equipment used in the provision of transit services, whether or not identified above, shall be maintained in a clean, safe, sound, and operable condition in a State of Good Repair (SGR) to ensure it is functioning as designed and will reach the Useful Life Benchmark (ULB) for it at all times, and

fully in accord with any Original Equipment Manufacturer (OEM) Specifications and Requirements, in strict conformity to the Contractor's Augusta, Georgia approved Preventive Maintenance Program, and applicable requirements of any Federal, State or County statute or requirement.

All parts, materials, tires, lubricants, fluids, oils and procedures used by the Contractor on Augusta, Georgia vehicles and equipment shall meet or exceed original equipment manufacturer (OEM) specifications and requirements. New assets are to be maintained to conserve design functionality. Use of non-OEM parts or changes to original fluids installed when new must be approved by Augusta, Georgia. All parts installed by the Contractor on Augusta, Georgia vehicles and equipment shall become the property of Augusta, Georgia, as applicable.

The Contractor's duty and responsibility to maintain all vehicles and equipment shall not be delegated to any other person, firm or corporation. All parts, materials, tires, lubricants, fluids, oils, and procedures used by the Contractor on Augusta Transit vehicles and equipment shall meet or exceed Original Equipment Manufacturer (OEM) specifications and requirements. All parts installed by the Contractor on Augusta Transit vehicles and equipment shall become the property of Augusta, Georgia.

The Contractor shall implement a pro-active Quality Assurance Plan, subject to approval by Augusta, Georgia, to verify the quality of the work performed.

The Contractor, at its sole cost and expense shall provide all:

- Labor
- Repairs
- Parts
- Maintenance tools and equipment (in addition to tools and equipment provided by Augusta, Georgia)
- Lubricants
- Maintenance
- Cleaning
- Major components
- Component rebuilding and replacement
- Such other components, facilities, and services, which may be required to fulfill its maintenance responsibilities pursuant to this Contract (in addition to those provided by Augusta, Georgia).
- Computer software for tracking maintenance activities.

The Maintenance Program shall provide that:

- All wheelchair lift-related, ramps, and securement equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational. No vehicle shall be in revenue service with an inoperable lift, ramp or securement equipment.
- Brake inspections and adjustment shall be performed at intervals that ensure the safe and efficient operation of the braking system, per manufacturer's specifications.
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Damage (including body, glass, and all vehicle

appurtenances) shall be repaired in a professional manner within three (3) weeks (21 calendar days) of the occurrence. If the Contractor is unable to repair the damage within 21 calendar days from the occurrence, the Contractor must be able to provide sufficient documentation to secure parts in order to receive a waiver on the 21-day requirement.

- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional condition, as designed, at all times.
- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle. The Contractor shall maintain the exhaust system so as not to have leaks at slip joints, flanges and clamps. The engine access covers and seals for these access covers shall be maintained to eradicate the migration of engine and exhaust fumes from entering the passenger cabin. The seals and latches shall be inspected on each preventive maintenance inspection.
- Heating, Ventilation, and Air Conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times. The HVAC return air filter shall be replaced at a minimum on each preventive maintenance inspection. The Contractor shall maintain the heating and A/C system in an operational condition at all times. Under no circumstances should a vehicle be used in revenue service with inoperable air conditioning or heating.
- Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, gum, graffiti, and other damage shall be cleaned or repaired in a professional manner immediately upon their discovery. The Contractor must follow all manufacturer recommendations before any graffiti removal is attempted. The Contractor shall replace seat covers, which are worn or cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced.
- Electronic fare box systems shall be maintained in proper operating condition at all times as the Contractor is responsible for farebox maintenance.
- All destination signs shall be maintained in proper operating condition at all times. Buses shall not be used in revenue service without operable destination signs unless approved by Augusta, Georgia.
- Vehicle enunciators shall be maintained in proper operating condition at all times.
- AVL equipment shall be maintained in proper operating condition at all times.
- APC equipment shall be maintained in proper operating condition at all times.

K. Road Calls

- The Contractor is responsible for performing road calls, when necessary, in an expedient manner. The Contractor must take every step possible to ensure the least inconvenience, delay, and discomfort to the passengers. To meet this requirement, the replacement bus must leave the yard within 15 minutes of the call to maintenance, when a vehicle replacement is warranted. All road calls that result in a delay of service or missed trips shall be reported immediately to Augusta, Georgia or their designee.
- In addition, road calls will be recorded in a format approved by Augusta, Georgia as Major or Other Mechanical Service Failures using the standards set forth in the most recent NTD Reporting Manual section on Maintenance Performance (form R-20).

L. Vehicle Brake Replacement

1. Bus brakes shall be maintained and repaired in accordance with the OEM service manual requirements.
2. Drums shall be turned with hubs attached.
3. Brake blocks shall be matched to drums by size, i.e., 1X, 2X, etc.
4. Both brakes on an axle shall be replaced at the same time.
5. Premium brake blocks shall be used.
6. Wheel seals shall be replaced with every brake job and bearings shall be checked.

M. General Maintenance

1. Tires shall always be matched (by size and trend pattern) on each axle.
2. Tires shall not vary more than 3/32" between inner and outer tires and not more than 4/32" between curbside and roadside.
3. Cradle motor mounts shall be replaced in pairs.
4. Radiators shall be re-cored at the time of engine replacement, and the entire cooling system shall be thoroughly inspected with all defects repairs as needed.

N. Vehicle Repairs

The Contractor or other vendors shall perform all repairs to Augusta Transit vehicles (including clean energy fueled). Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as possible upon learning that such work is required.

The Contractor shall perform repair work expeditiously in response to identification of problems by drivers or other staff members or Augusta, Georgia. All reported defects must be diagnosed within 24 hours. The Contractor shall assure Augusta, Georgia that required repairs shall not be deferred beyond a reasonable time as determined by Augusta, Georgia, unless required parts are on back order and the Augusta, Georgia is notified of projected delivery time.

The Contractor shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions and all manufacturer recommended maintenance activities in the conduct of its maintenance functions.

O. Parts Inventory

The Contractor shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down time and ensure that peak vehicle requirements are met at all times. Any vehicles out of service due to part shortage or supply chain delays shall be shown on the daily report showing the part needed and the projected delivery date.

The Contractor shall maintain reasonable inventory levels and relationships with suppliers for the emergency procurement of parts to assure timely repair of vehicles and to minimize downtime.

All parts used during this contract for the maintenance of vehicles shall meet or exceed Original Equipment Manufacturer (OEM) quality standards.

For any parts owned by the current Contractor, it will be the incoming Contractor's responsibility to negotiate a commercially reasonable arrangement regarding parts inventory including, but not limited to, acquiring such inventory of parts from the current Contractor.

P. Warranties

All vehicles will be maintained properly as required by Augusta, Georgia, and the Contractor will not put into peril any warranties that may exist on vehicles from the OEM. In the event that a warranty for any vehicle is voided due to negligence or lack of maintenance, the Contractor will be required to purchase the remainder of the warranty from the OEM, if available, in order to cover the time that was lost due to negligence or lack of maintenance.

In the event warranty is rejected or lost due to the Contractor's negligence and purchase of a new warranty is disallowed by the manufacturer, the Contractor shall pay the cost of repairs during the remaining period of the scheduled warranty period. These repairs shall be performed by the vehicle or component manufacturer's authorized warranty service center using OEM specified components. In addition, any loss of warranty coverage due to Contractor maintenance negligence may cause the Contractor to be subject to deductions in an amount equal to those lost due to loss of warranty coverage.

The Contractor shall maintain a warranty register showing all warranty claims filed and repairs completed. This warranty register must be submitted to Augusta, Georgia, as applicable, on a monthly basis. The Contractor shall provide information on forms created by Augusta, Georgia, as applicable.

Augusta, Georgia may purchase extended warranties for specified components. The Contractor shall be responsible for the appropriate use of these warranties. The extended warranty coverage will be applicable to the following components and/or systems:

1. New Buses
2. Engine
3. Transmission
4. Air-conditioning system
5. Bus warranty as supplied by manufacturer

Q. Tools, Equipment and Personal Protective Equipment

The Contractor must ensure all equipment and tools are available to the employees to perform all repairs to the buses, including special tools such as laptops with vendor-specific diagnostic software programs for engine and transmission analysis, torque wrenches, impact drivers, electronic readers for charging, starting systems, arc suits, engine and transmission readers, electronic destination sign programmers, opacity meter, Personal Protection Equipment (PPE), etc.

Augusta, Georgia provides the Operations and Maintenance facility and major maintenance equipment, but the Contractor is responsible for all equipment, PPE and tools required or desired to perform the maintenance function beyond what the Operations and Maintenance facility includes. All other tools, PPE and equipment are the CONTRACTOR's responsibility to provide for its employees.

Maintenance personnel shall wear Augusta, Georgia approved uniform coveralls or shirts and pants while on duty. The Contractor is responsible for ensuring that maintenance personnel have the proper work clothes, shoes, goggles, safety glasses, and high-voltage electric safety equipment, fall

protection gear, etc., to ensure the safety and professionalism of its employees. Attire shall be clean and neat at beginning of each work session.

All tools and equipment used for Augusta Transit maintenance, except for small hand tools provided by the Contractor's employees, shall be provided and maintained by the Contractor at the Contractor's expense.

R. Vehicle Towing

In the event that towing of any Augusta Transit vehicle is required, the Contractor shall be responsible to provide such towing at the Contractor's sole expense.

Battery Electric Buses (BEBs) do not have transmissions and must not be towed under any circumstances. The use of a flatbed truck or trailer is the recommended mode of transportation during a breakdown.

Damages incurred during the towing or recovery of Augusta Transit buses are the responsibility of the Contractor and the towing contractor, if utilized.

S. Emissions Control Program

The Contractor shall perform and certify such tests of equipment required to meet Augusta, Georgia, other local, State, and Federal requirements related to exhaust smoke and engine emissions.

The Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles, including servicing of emissions and exhaust systems and electric drive and battery packs, to be used to perform this Contract in strict conformity to requirements of the OEM, emissions and exhaust systems manufacturers and applicable local, state and federal regulations and requirements.

Engine after treatment systems shall be maintained in working order. Systems having Selected Catalytic Reduction (SCR) shall be refilled with Diesel Exhaust Fluid (DEF) during the daily service of the vehicle.

It is recognized that some maintenance functions will require engine idling to diagnosis a problem and to validate a repair, however, these instances are to be minimized.

T. Daily Vehicle Condition Reports (DVCR's)

The Contractor shall require drivers to submit a daily vehicle condition report (DVCR) to be completed pre- and post-revenue service. Reports shall be carefully examined, and defects corrected before the vehicle is driven in service. The DVCR's shall be retained for at least two (2) years.

U. Maintenance Evaluations

The Contractor shall allow Augusta, Georgia access to the Contractor's records to monitor the Contractor's maintenance performance, as Augusta, Georgia deems necessary. Augusta, Georgia may perform or use independent consultants to perform regular, unannounced maintenance inspections of vehicles and equipment maintained by the Contractor which are used in this project to determine the Contractor's maintenance performance.

Augusta, Georgia shall be permitted to view and copy any vehicle maintenance records, inspect vehicles, equipment, and facilities, and request Contractor personnel to drive vehicles as necessary to evaluate the condition of vehicles and equipment used in the performance of this Contract.

All maintenance invoices must be kept at the Augusta Transit maintenance facility during the entire duration of the Contract.

V. Out of Service Designation

A bus, Paratransit or Microtransit vehicle shall be designated as unfit for revenue service (considered out of service) if, upon inspection, any of the following safety-related conditions are found:

- Inoperative Horn
- Inoperative Lights (turn signal, headlights, brake lights, etc.)
- Inoperative lift/ramp or restrains system components
- Inoperative windshield wipers (worn or not working)
- Brakes out of adjustment
- Loose steering components
- Air conditioning unable to maintain a temperature 20°F lower than ambient or no lower than 72°F, from March 1 through November 1
- Heating or defroster inoperative, for the period November 1 through March 1
- “Missed” Preventive Maintenance Inspection, as outlined
- Tires with tread depth of less than 2/32”, on the rear and 4/32 “on the front
- Inoperative Emergency Exits/Doors/Windows
- Inoperative two-way radio
- For a Battery Electric Bus the remaining charge is at 20% or less

Any condition not in compliance with applicable Federal or State Regulations. The vehicle shall continue to have Out of Service designation until it is brought into compliance

W. Maintenance Records

The Contractor shall prepare, maintain, make available to Augusta, Georgia (or its Designee), and reduce to written form, records and data relative to AT vehicles and equipment maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of Augusta, Georgia to enable it to accurately evaluate the Contractor’s maintenance performance.

The Contractor shall prepare and maintain maintenance records in a form approved by Augusta, Georgia.

Such records shall include, but are not limited to the following:

- Daily vehicle condition reports (DVCR’s). The maintenance department will review, coordinate follow-up action and sign off on completed repairs and file the DVCR’s which are filled out by drivers.

- Work orders for all preventive maintenance inspections, warranty repairs and other vehicle repairs including materials, parts, and labor consumed.
- Major and minor failure reports, which are numbered identifying date, time, vehicle number, route number if in service, problem and mileage on vehicle.
- Maintenance records for each bus which provides the following information, at a minimum:
 - Make
 - Model
 - Serial Number/Augusta fleet number
 - Augusta property ID number and serial number of installed Augusta owned equipment
 - License number
 - Date received
 - Date placed in service
 - Life miles
 - Rebuilds and major component replacements, including date and life miles at the time of replacement/rebuild.
 - Vehicle repairs
 - Preventive maintenance inspection reports
 - Daily “Vehicle Condition” reports
 - Work orders
 - Tire data

X. Vehicle Servicing

1. Multiple times a day

All revenue service vehicles will be disinfected. At a minimum, vehicles will be disinfected prior to entering revenue service and on their return to the maintenance facility. In addition, revenue vehicles will be disinfected at a specified midpoint during revenue service. The Actual number of times during the day determined between Augusta Transit and Contractor. However, at least once in the morning and once in the evening and other times during the day as required.

2. Daily Vehicle Servicing

The Contractor shall perform daily vehicle servicing on all Augusta Transit vehicles and equipment. For purposes of this Contract, **daily servicing shall include, but not be limited to:**

- Fueling Diesel or charging by electricity
- Engine oil, coolant, water and transmission fluid check/add
- Fare box probing, vault pulling and replacement
- Tire inspection (air pressure, tread depth, and wear)

- Brake check
- Lights and flashers check
- Interior sweeping and dusting
- Exterior and interior visual inspection
- Managing the charging needs of Augusta Transit's battery electric fleet, using demand-charging software and equipment provided by Augusta, Georgia.
- Maintaining all electric charging infrastructure to OEM's requirements.

The Contractor shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for Augusta, Georgia review for two (2) years.

Defects discovered during the daily service shall be communicated to the repair shop for repair. Buses shall not be released for passenger service until the defects are corrected.

3. Scheduled Vehicle Cleaning

The Contractor shall maintain Augusta Transit vehicles in a clean and neat condition at all times. Vehicle exteriors should be washed daily, including hand washing the back of each bus and interiors cleaned daily including floors mopped and trash removed after each day's use. Ceilings, windows, dashes, walls, stanchions, and grab rails shall be thoroughly cleaned as necessary, but at least once every fourteen (14) days.

All foreign matter such as gum, grease, dirt, and graffiti shall be removed from interior surfaces during the interior cleaning process. The Contractor must follow all manufacturer recommendations before any graffiti removal is attempted.

Upholstery shall be steam cleaned as necessary, but at a minimum once per quarter. Upholstery damage shall be repaired immediately upon discovery.

Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once every fourteen (14) days, or as necessary to maintain an attractive appearance.

Buses shall be kept free of vermin and insects at all times. The Contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe, non-hazardous and EPA approved insecticides and materials.

Disinfecting does not necessarily clean dirty surfaces or remove 100% of germs. However, in combination with cleaning, disinfecting by killing germs remaining on a surface further reduces any risk of spreading infection.

Buses shall have a comprehensive interior cleaning scheduled every 14 days. Cleaning shall include detail cleaning of the interior from the driver's area to the inside back bulkhead. The bus shall have no recognizable dirt or dust within to include underneath the rear passenger seat around the engine access covers. The cleanliness of the passenger light covers shall be monitored and covers shall be removed and cleaned during this service as necessary. The floors shall be mopped and cleaned using the floor covering manufacturer's recommended procedures. Bus ramps and van wheelchair lifts shall be cleaned during the scheduled interior cleaning.

The powertrain assembly, radiator and surrounding engine compartment shall be pressure washed at a maximum of every 6,000 miles. Local conditions such as weather, amount of dust in the air, snow or rain may dictate more frequent cleaning in order to have proper air flow for the radiator/charge air cooler and to keep the engine clean.

The chassis shall be washed in accordance with the manufacturer's requirements for sustaining the structural warranty. Augusta, Georgia requires the chassis wash be performed once a year, at a minimum. Once cleaned, the chassis shall be inspected for voids in the undercoating. Voids shall be repaired as soon as the chassis dries. Where necessary, rust inhibitor shall be used to protect the metal surfaces.

4. Farebox Probing

Service personnel will probe the fareboxes at the probing station each night and will remove the cash box. Service personnel will place the cashbox in the vault via the outside vault door and close the vault door. Money will be automatically dumped into the large vault. After 10 seconds, the vault mechanism releases the door and the cashbox. Service personnel will remove the cashbox from the vault and place the cashbox into the farebox.

Accurate records will be kept of the cash boxes removed and replaced for each bus. Any problems with these procedures shall immediately be reported to dispatch. Dispatch will then secure the assistance of supervisory or service personnel to complete these tasks. Money is not to be left in any revenue vehicle overnight or when the vehicle is transported to an off-property garage or site. Contractor shall document and submit to Augusta, Georgia, how they will sustain security of the access keys and associated equipment related to the fareboxes.

Y. Electronic Fare Box System

The Contractor shall perform all required maintenance on electronic fare box system to ensure that there are no disruptions in service and to ensure that all necessary data is retrievable from each system. The Contractor shall maintain the electronic fare box system in accordance with manufacturer recommended maintenance procedures and specifications. Any activity that involves direct access to cash monies a representative of Augusta, Georgia, must and will be present at such event including coin or cash replenishment, emptying, and financial reconciliation of monies. The Contractor shall report any unusual maintenance problems to Augusta, Georgia within twenty-four (24) hours of occurrence.

End of Section 6

SECTION 7 RECORD KEEPING AND REPORTING

7.1 Data Collection

Contractor will meet at least the data collection requirements in this subsection, noting that some data only pertains to Paratransit or Microtransit services while some data is pertinent to all services:

1. Number of persons served (unduplicated during any fiscal year)
2. Type of client served (unduplicated during any fiscal year)
3. Number of one-way rides (total program and by vehicle)
4. Type of ride by funding source
5. Number of miles driven (total program and by vehicle)
6. Dispatch record
7. Trip Logs
8. Ride refusal record
9. Ride purpose by ride and by funding source

7.2 Ride Purpose

In regard to ride purpose, Contractor shall keep records using the following categories, noting that some data only pertains to Fixed Route, Paratransit, Microtransit & Rural service while some data is pertinent to all services:

1. Work and school
2. Life sustaining medical (e.g., dialysis, cancer treatment)
3. Other medical (e.g., doctor, dentist, physical therapy)
4. Shopping
5. Social service support (e.g., food stamps, legal)
6. Adult day health care
7. Recreation – personal
8. Recreation – therapy (e.g., swimming, special population activities)
9. Other (e.g., guest, attendants)

7.3 Compilation of Information

A compilation of the aforementioned program information shall be supplied to Augusta, Georgia on request. The Contractor will cooperate in supplying additional program information, as needed. Each month, the Contractor will provide Augusta, Georgia with program reports that accurately reflect the previous month's operation and ridership. The Contractor will use program monitoring tools to evaluate demand, expenses, and other factors that can be used in planning and forecasting future trends.

7.4 Reporting and Billing Requirements

The Contractor will be required to report program and fiscal information to Augusta, Georgia on a monthly basis with such reports due to Augusta, Georgia by mid- month of the month that follows the report period. These reports will require the following data:

1. Type of client served
 - Elderly
 - Developmentally Disabled (DD)
 - Physically Disabled
 - Escorts/attendants/guests
 - General Public
2. Ride refusals and wheelchair rides
3. Vehicle miles
4. Service (operating) and revenue hours and days
5. One-way rides by category of regular fare paying, attendants, guests, and those being paid for by contracts
6. Revenue and total hours
7. Late or missed trips
8. Productivity
9. Cost per hour and per passenger
10. Revenue per hour and per passenger
11. Subsidy per passenger
12. At a minimum, at mid-year and at fiscal year-end (June 30), the Contractor is required to submit a Line Item Cost Report that shows actual revenues and expenditures directly corresponding to the line item budget submitted and incorporated into the Agreement.

7.5 Expected Detailed reports

The following reports provide greater clarity to the expected reports as described in Sections 7.1 thru 7.4. These reports shall be submitted to Augusta, Georgia by respective service and according to the specified frequency. Augusta, Georgia may request additional reports (for example Battery Electric Buses operations) at its discretion.

- A. Maintenance Reports
 1. Weekly Reports
 - a) Daily Units Out of Service – Reason and Location
 - b) Major and Minor Vehicle Damage Report
 - c) Buses with Inoperable Wheelchair Lifts and Reason
 - d) Buses with Inoperable Public Address (PA) Systems, Destination Sign, Vehicle Annunciators AVL and APC

- e) Vehicle Diesel/Battery Electric Fuel, Fluids and Oil Consumption and Mileage by Bus Number
 - f) AVL inspection report confirming modem communication on all buses and identifying buses not communicating
 - g) APC inspection report
 - h) Fare Box inspection report
 - i) Road calls report
2. Monthly Report
- a) Monthly Maintenance Reports - to be submitted prior to the 5th day of the following calendar month.
 - Preventive Maintenance Inspection (PMI) Report by Bus Number
 - Vehicle Life Miles
 - Scheduled PMI Mileage
 - Date of PMI
 - Next PMI Mileage
 - Summary of PMIs Early, On-time, Late, or Missed
 - Vehicle Diesel/Battery Electric Fuel, Fluids and Oil Consumption and Mileage by Vehicle Type
 - Orion
 - Gillig
 - Paratransit Buses & Vans
 - Non-Revenue Vehicles
3. Operations Reports (Fixed Route)
- a) Daily Reports
 - Daily Operating Report
 - Total runs dispatched
 - Total revenue hours operated
 - Total dispatched runs and revenue hours that were missed
 - Total dispatched runs that were delayed by more than five (5) minutes
 - Total number of trips monitored by the Contractor
 - Total monitored trips recorded as late or early (0 to 5 minutes)
 - Total number of authorized extra trips
 - Accidents (any Augusta, Georgia vehicle or passenger)
 - Total number of bus failures (identified as major or minor) by bus number and run number
 - Farebox problem, tampering, vandalism, etc. by bus number

- Vehicle P.A. Systems, Destination Sign, Vehicle Enunciators AVL and APC problems by bus number
 - List of supervisors (or any non-bus operators) driving routes and run number
 - Number of dispatchers and supervisors on duty (not driving)
 - Number of open runs (drivers) and run number
- b) Monthly Reports
- Fixed Route Monthly
 - Total number of major and minor mechanical failures by bus number and run number
 - Total miles between failures
 - Mileage per month
 - Total missed trips and hours
 - Total supervisor hours driving routes
 - On-time performance percentage
- c) Operations Reports (Paratransit)
- A daily paratransit operational summary shall include:
 - Hours
 - Revenue hours
 - Revenue hours scheduled
 - Operator payroll hours
 - Operator revenue hours
 - Dispatch hours worked
 - Supervisors hours worked
 - Scheduler hours worked
 - Reservationist hours worked
 - Trips
 - One-way trips
 - Round trips
 - Total trips
 - Missed trips
 - Late trips
 - Out of window trips
 - Denied trips
 - Cancellations
 - No shows
 - Passengers
 - Registered for trips today
 - Ambulatory
 - Non-ambulatory

- Personal care assistant
 - Traveling companions
 - Total number of passengers
- Passengers per Hour
- Miles – Total Number of Miles Traveled
- Supervisors (or any non-bus operator) driving a route
 - Name
 - Hours on route
 - Route number
- Out of Window Passengers
 - Name
 - Scheduled pick up time
 - Actual pick up time
 - Number of minutes difference
 - Route number
- Signature of Manager of Paratransit Operations with date signed reviewing daily summary
- Monthly Paratransit Operating Summary.
- Monthly Paratransit Applications Status
- Monthly ADA Processing Application Requirement of 21 Days - Each month a spreadsheet must note:
 - Applicant name
 - Date application received complete
 - Date certified
 - Licensed healthcare provider completed
 - Paperwork
 - Date reviewed completed
 - Date notification letter mailed
 - Number of days to process the application (accepted or denied)

d) Safety Reports

- Accidents
 - Vehicle
 - Passenger names and telephone numbers
 - Employee
 - Workers Compensation
 - First Aid
 - Incidents

- Monthly Drug and Alcohol Testing Information – Number of tests administered by personnel category and all positive and negative results for the following categories:
 - Pre-Employment
 - Post-Accident
 - Random
 - Reasonable Suspension
- Monthly Accident Statistics – Fixed Route and Paratransit reported separately
 - Preventable and Non-preventable
 - # Passenger injured and associated injuries
- Workers Compensation Injuries and Injuries per 100 Employees
 - Incidents
- Dispatch Memorandum of Accident – Including Drug and Alcohol Testing requirements.
- Supervisors Accident Report
 - Drivers Accident Report
 - Police Report
 - Safety Department Follow up Report
 - FTA (National Response Center) Report: Required if there is a fatality or two (2) or more injured transported to a medical facility.

e) Maintenance Reports

- Major Mechanical Failures – Definition according to National Transit Database
 - Unit number
 - Description of problem
- Minor Mechanical Failures – Definition according to National Transit Database
 - Unit number
 - Description of problem
- Maintenance – miles since last mechanical failure
- Vehicles Cleaned – list unit number of vehicles cleaned daily
- Customer Service Reports
- Daily Reconciliation Report – for Fixed Route and Paratransit
 - Media Sales
 - Ticket Partner Program Revenues and Invoices
 - Cash Receipts
 - Total Revenue
 - Total Deposits

- Monthly Reports
 - Customer Complaints – Issue Analysis.
 - Customer Complaints – Trend Analysis.
 - Complaints per 10,000 Passengers. Operations Summary Report.
 - Complaints filed through Augusta 311.
 - Summary of follow-up action on all complaints.

End of Section 7

SECTION 8 CONTRACT PROVISIONS

8.1. DEFINITIONS

The following provisions shall be made a part of the Contract between Augusta, Georgia and the Contractor as well as additional provisions deemed appropriate by Augusta, Georgia. The following terms used in the Contract will have the meaning set forth in Section 1.

8.2. COMPLETE CONTRACT

This Contract and the attachments, exhibits and documents incorporated herein and by reference constitute the complete and exclusive statement of the terms of the agreement between Augusta, Georgia and the Contractor and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this Contract shall not affect the validity of other provisions. Augusta, Georgia's failure to insist in one or more instances upon the performance of any term or terms of the Contract shall not be construed as a waiver or relinquishment of Augusta, Georgia's right to such performance by the Contractor.

8.3. INDEPENDENT CONTRACTOR STATUS

Under the Contract, the Contractor shall be an independent Contractor and not an agent of Augusta, Georgia. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors and their suppliers, and specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and Augusta, Georgia by virtue of the Contract with the Contractor. No provision of this Contract shall be for the benefit of any party other than Augusta, Georgia and the Contractor.

8.4. EQUIPMENT

Augusta, Georgia, in consideration of the compensation provided to the Contractor, shall also be the lessee of all equipment used pursuant to this RFP (other than buses or other equipment purchased by Augusta, Georgia). The Contractor shall be entirely responsible and liable for the operation and maintenance of such equipment whether purchased or leased by Augusta, Georgia.

8.5. REMUNERATION GUIDANCE AND EMPLOYEE STATUS

On Thursday, August 19, 2021 the Augusta Commission approved a minimum wage rate for Augusta, Georgia employees of \$15 an hour. Stating that the Contractor's personnel policies and personnel wages, salaries and work hours shall be in accordance with applicable Augusta, Georgia, State, and Federal laws and regulations; it is expected that the Contractor will remunerate its staff at a competitive rate that exceeds the minimum hourly rate that reflects the current established minimum hourly rate at Augusta, Georgia.

Anecdotal evidence confirms that competitive wage rates, benefits package and worker empowerment (i.e., upskilling and training) are key to attracting and retaining loyal and invested employees. Minimizing employee loss to other transit agencies or industries will be key to maintaining a positive work environment during Augusta Transit's transition to clean energy vehicles. It is anticipated that the wage rates offered by the successful contractor will be competitive and reflective of rates offered at peer transit agencies to Augusta Transit (examples below).

Agency	Fixed Route Bus Operators Entry Level Rate	Mechanic Level C/ Technician Level C Entry Level Rate
Metra, Columbus GA	\$21.56	\$21.56
Athens Transit, Athens GA	\$18.45 - \$21.98	\$24.72
Chatham Area Transit Authority, Savannah GA	\$21.21	\$27.45

*Values as at January 31, 2025

The Contractor, and not Augusta, Georgia, is employer of all the transit employees and the Contractor is responsible for their wages, hours, benefits, worker’s compensation, social security, and all other incidents of employment. Augusta, Georgia is not involved in the human resource issues relating to the current contractor. For current remuneration rates, benefits package, number of staff positions and grade, proposers are to reach out to the current contractor. Employees of the Contractor shall not be entitled to participate in any wage and benefit package provided by Augusta, Georgia to its employees.

Except as provided for herein, the Contractor shall be solely responsible for establishment and payment of wages and benefits for its employees and shall cause the withholdings to be made as required in the performance of the Contract.

The Contractor shall comply with the requirements of employee liability, worker’s compensation, unemployment insurance, social security, and any other current and future legal requirements.

Augusta, Georgia employs six (6) staff members in relation to Augusta Transit. The remaining personnel providing transit services are the employees of the current Contractor, RATP Dev USA Inc. Augusta, Georgia does not have any information regarding current positions, salaries, or organizational structure with respect to RATP Dev USA Inc., employees. The current third party provider can be contacted through its General Manager at Augusta Transit.

8.6. KEY PERSONNEL

The Contractor’s General Manager is considered to be essential to the work being performed under this Contract. Prior to diverting this individual to other programs or taking them off the project for any reason, the Contractor shall notify Augusta, Georgia reasonably in advance and submit justification and proposed substitutions in sufficient detail to permit an evaluation of the impact to the services. The Contractor shall make no diversion without the written consent of Augusta, Georgia and under no circumstances shall there be a void in reference to this position.

8.7. SUBCONTRACTING

The Contractor shall not assign, award, or delegate any of its rights, duties or obligations under this Contract to a subcontractor without prior written approval of Augusta, Georgia. Augusta, Georgia’s approval of any assignment, award or delegation shall not release the Contractor of any obligation under the Contract. The Contractor shall be fully responsible for the acts and omissions of the subcontractor, and of persons either directly or indirectly employed by the Sub-Contractor, as the Contractor is for the acts and omissions of persons directly employed by it.

The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than 30 business days from the receipt of each payment the

prime Contractor receives from Augusta Transit. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 business days after the subcontractor's work is satisfactorily completed.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and Augusta, Georgia.

8.8. CONTRACT DURATION

Subject to the overall terms of this Contract, the initial term of this renewed Contract shall be three (3) years and shall commence from the date of execution of the Contract by Augusta, Georgia and continue unless earlier terminated in accordance with the terms of the Contract. Notwithstanding the above, this Contract shall terminate absolutely and without further obligation on the part of Augusta, Georgia at the close of the calendar year in which it is executed and at the close of each succeeding year for which it may be renewed. However, the Contract shall have two (2) one (1) year renewal options remaining with Commission approval unless Augusta, Georgia provides at least 60 days prior notice to the Contractor of its intent not to renew. The total obligation of Augusta, Georgia for the base year and any subsequent years for which the Contract may be renewed shall be as set forth in this Agreement. In addition to the above, this Contract will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligations of Augusta, Georgia.

Additionally, Augusta, Georgia also shall have the option to renew the Contract beyond the initial three (3) year term, as set forth below, if approval is given by the Board of Commissioners and Augusta, Georgia and the Contractor agree to the terms thereof.

Option Years (Tentative)

1st renewal option	July 2028 – June 2029
2nd renewal option	July 2029 – June 2030

8.9. SCOPE OF WORK

Augusta, Georgia hereby engages the Contractor and the Contractor agrees to perform the services hereinafter described in connection with the management and operation of Augusta Transit.

Subject only to the general policies and directions of Augusta, Georgia with regard to Augusta Transit management and operations, and to provisions and requirements of this Contract, the Contractor shall, upon receiving Augusta, Georgia's Notice to Proceed (NOP), do all the things necessary to manage, operate, and maintain Augusta Transit, including but not limited to:

- Provide executive and administrative management.
- Undertake day-to-day operation and maintenance of Augusta Transit vehicles.
- Ensure all FTA guidelines and procedures are complied with.
- Prepare the annual NTD report.
- Employ and supervise all personnel, including supervisors, vehicle operators, dispatchers, customer service staff, mechanics and other maintenance personnel.
- Operate a paratransit certification/re-certification, reservations and scheduling program.
- Administer training and safety programs.
- Undertake maintenance and repair of vehicles and equipment.

- Process warranty claims for Augusta Transit vehicles.
- Operate a rural transit service.
- Assist in public relations and promotions including attending transit fairs, programs, special events, or any function as requested by Augusta, Georgia held either during normal business hours or in the evening or on weekends.
- Provide all reports requested by Augusta, Georgia.
- Monitor bus shelters/stops.
- Prepare analysis of financial and other matters.
- Provide clerical, statistical, and bookkeeping services.
- Issue all vehicle operators with uniforms.
- Provide equipment, parts and supplies required in the operation of Augusta Transit unless specifically identified to be contributed by Augusta, Georgia. The Contractor will be responsible for the purchase of all parts.
- Provide equipment, parts, supplies and Personal Protective Equipment (PPE) required in the operation and maintenance of Augusta Transit BEBs unless specifically identified to be contributed by Augusta, Georgia. The Contractor will be responsible for the purchase of all parts and PPE.
- Undertake such other work as may be necessary in connection with the operation of Augusta Transit in accordance with Sections 3 and 6 – Scope of Work.

Upon the issue of NOP, Augusta, Georgia will provide format examples of the various reports that are required, including but not limited to: maintenance, invoicing, drug and alcohol testing, DBE, FTA, accidents/safety.

8.10. PAYMENT TO CONTRACTOR

The Contractor shall, on a monthly basis, submit invoices to Augusta, Georgia. Unless there is a dispute about the compensation owed the Contractor, Augusta, Georgia shall make payments to the Contractor within thirty (30) days after receipt of invoices and all required monthly reports. The monthly payments shall be based on service performed in the preceding month deemed acceptable to Augusta, Georgia. **The contractor is paid by revenue hour for fixed route, paratransit and rural transit services comprised of a fixed fee and variable hourly rate.** The current (variable) revenue hour rates for fixed route, ADA paratransit and rural transit services are \$51.44, \$54.66 and \$36.59 respectively.

If the Contractor fails to perform its duties and obligations, Augusta, Georgia may withhold payment or portions of the payment and Augusta, Georgia shall have the right to deduct from payments to the Contractor any costs or damages incurred, or which may be incurred, by Augusta, Georgia as a result of the Contractor's failure to perform, or any penalties that could be assessed against the Contractor pursuant to this Contract. Prior to deducting any penalties that could be assessed, however, Augusta, Georgia will provide the Contractor with at least (15) days prior written notice of Augusta, Georgia's intent to deduct such penalties thereby affording the Contractor an opportunity during said fifteen day period to provide information to Augusta, Georgia contrary to Augusta, Georgia's findings.

The terms of this section and the terms of the entire Contract are intended to supersede all provisions of the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 through 13-11-11, and revised or amended.

By acceptance of Augusta, Georgia's payment of an invoice amount, the Contractor releases Augusta, Georgia from any and all claims for service provided or work performed through the date of the invoice.

8.11. PAYMENT FOR FIXED ROUTE, PARATRANSIT SERVICE, AND RURAL SERVICE

For Fixed Route and Rural, payment shall be made on the basis of vehicle revenue hours. Vehicle revenue hours are defined as the scheduled hours of service as set forth in the current Augusta Transit schedule, or any revisions thereto, plus or minus adjustments for schedule deviations, trippers, or other service level changes as specifically authorized by Augusta, Georgia under Sections 3 and 6 - Scope of Work.

For Paratransit Service, payment shall be on a revenue hours of service trip basis at the discretion of Augusta, Georgia.

For the fixed route service, vehicle revenue hours shall specifically exclude deadhead hours, including, but not limited to, travel time to and from storage facilities, changing routes, downtime for road calls, road tests, fueling, vehicle inspections, driver training, driver lunches and breaks, and missed trips. The revenue hours operated shall be directly traceable by driver trip sheets and the Daily Operating Reports.

8.12. OPERATING REVENUES

All operating revenues collected by the Contractor are the property of Augusta, Georgia to include but not limited to oil, oil disposal, and scrap metals. For the purposes of this Contract, operating revenues shall include but not necessarily be limited to fare box receipts, ticket and pass sales revenue. The Contractor shall be responsible for handling fare box receipts, and pass and ticket sales revenues in the manner discussed in Sections 3 and 6 – Scope of Work, and as necessary for Augusta, Georgia to meet the requirements of State and Federal funding sources. Contractor is prohibited from selling scrap tires, or any items without approval from Augusta, Georgia. Contractor must obtain written approval from Augusta, Georgia prior to the selling of any property of Augusta, Georgia.

8.13. TERMINATION OR SUSPENSION

A. Termination or Suspension for Convenience

Augusta, Georgia may terminate or suspend in whole or part this Contract at any time for its convenience and without cause upon **ninety (90) days written notice** to the Contractor. Any notice to terminate or suspend this Contract shall be given by certified mail, return receipt requested. The effective date of the termination shall be ninety (90) days from the date of receipt as noted on the return receipt.

Upon termination or suspension of the Contract for convenience, the Contractor's compensation shall be calculated on the basis of service actually performed and expenses actually incurred prior to the effective termination date, reduced by all costs and damages incurred by Augusta, Georgia as a result of the default of the Contractor, and excluding any allowance for overhead or profit. If Augusta, Georgia suspends the Contract, the Contractor shall immediately reduce its staff services and outstanding commitments, if any, in order to minimize costs.

B. Contractor Default

If the Contractor defaults by failing to substantially perform, in accordance with the terms of this Contract, as determined by Augusta, Georgia, Augusta, Georgia may give **written notice** to the Contractor (i) terminating this Contract effective **seven calendar days** from the date

of notice; or (ii) setting forth the nature of the default and requesting the Contractor initiate cure within seven calendar days from the date of notice. At any time thereafter, if the Contractor fails to initiate cure upon the request of Augusta, Georgia and diligently continue such cure until complete, Augusta, Georgia may give written notice to the Contractor of immediate termination. If Augusta, Georgia terminates this Contract pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that the Contractor was not in default, then in such event said termination shall be deemed a termination for convenience.

C. Augusta, Georgia Default

If Augusta, Georgia defaults by failing to substantially perform in accordance with the terms of this Contract, the Contractor shall **give written notice** to Augusta, Georgia setting forth the nature of the default and requesting cure within seven calendar days from the date of notice. If Augusta, Georgia fails to cure within **seven (7) calendar days** from the date of notice, the Contractor may give written notice to Augusta, Georgia of immediate termination. The Contractor, however, shall continue to provide all services under the Contract even if the Contractor disputes amounts owed to it.

8.14. FORCE MAJEURE

Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if and to the extent the failure is caused by any of the following:

- Acts of God, lightening, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, explosion, failure of utilities, flood, nuclear radiation.
- Condemnation or other taking by any government body.
- Any order, judgment, action or determination of any federal or state court, administrative agency or government body.
- Declared federal, state, or local states of emergency.
- Any price or cost differentials that occur due a force majeure event shall be borne by Contractor; however, Augusta, at is sole discretion, may agree to pay up to half of the differential.

8.15. NOTICE REQUIREMENT

All notices and correspondences required under this Contract shall be in writing and shall be delivered personally, prepaid registered or certified mail, return receipt requested, or overnight receipted delivery service.

All notices and correspondences to Augusta, Georgia shall be addressed as follows:

Augusta, Georgia Procurement Department
Attn: Darrell White, Interim Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901

All notices and correspondences to the Contractor shall be addressed as indicated in the Proposal or as thereafter designated in writing.

8.16. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, protect, indemnify and hold harmless Augusta, Georgia, its Board of Commissioners, in both their official and individual capacities, Augusta employees, consultants, agents, servants, successors, heirs, executors and administrators, from and against any and all claims or future claims, actions, suits, causes of actions, demands, obligations, liens, rights, damages, judgments, costs, loss of service, expenses, including but not limited to, actual fees and expenses of attorney's expert witnesses and consultants and compensation of any nature whatsoever by whomsoever brought or alleged, and regardless of the legal theories upon which premises including those actually or allegedly arising out of bodily injury to, or sickness or death, of any person or property damage or destruction including loss of use, which may be imposed upon, incurred by or asserted against Augusta, Georgia or other related parties allegedly or actually arising out of or resulting from the Contractor's services, including without limitation any breach of Contract or negligent act or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts arise directly or indirectly out of the performance of the Contract and/or the operation of the transit system. This indemnity provision includes any action or claim resulting from the following:

- Accident injury, death, loss, or damage, to any person or property, or other economic loss or claimed liabilities to the extent caused by resulting from, connected with or arising out of the negligence, acts, or omissions of the Contractor, its officers, directors, employees, agents or subcontractors.
- Violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the transit system contemplated herein including, but not limited to, all state and federal environmental, motor vehicles, Title VI of the Civil Rights Act, Title VII of the Civil Right Act, Disadvantage Business Enterprise (DBE), American with Disabilities Act, labor laws and regulations and other laws and regulations actions undertaken by the Contractor in the Contract; and,
- Infringement of any patent, trademark, or intellectual property right, or violation of any state or federal patent, trademark, or intellectual property law; provided, however, that Contractor's indemnity shall not cover any claims or losses arising from or related the alleged infringement of any patent, trademark, copyright or similar property right regarding any logo, mark, insignia, advertising, or marketing materials provided to Contractor by Augusta, Georgia.

Augusta, Georgia shall give the Contractor timely notice of, and shall forward to it every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of Augusta, Georgia to give such notice shall not affect such right to indemnification.

8.17. LAWS GOVERNING AND VENUE OF ACTIONS

This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia. The courts of Georgia, located in Augusta, Georgia, and, as applicable, the United States District Court for the Southern District of Georgia shall have exclusive jurisdiction to hear any claim between the Contractor and Augusta, Georgia in connection with the Contract or the operation of the transit system, and Contractor submits to the jurisdiction and venue of such courts.

8.18. TAX EXEMPT

Augusta, Georgia and its agencies are exempt under present law from state and local sales taxes in the State of Georgia. All transactions on the Contract shall be deemed to have been accomplished within the State of Georgia.

8.19. EMERGENCIES

In the event of a declared civil disorder or natural catastrophe, the Contractor shall direct the employees to operate as ordered by federal, state, and/or Augusta, Georgia civil authorities. Compensation shall be based on actual hours of service performed.

8.20. MEETINGS

Upon request of Augusta, Georgia, the Contractor shall, at its own expense, attend various meetings to provide information concerning the transit system. The General Manager, representing the Contractor, shall attend at minimum, biweekly meetings with Augusta, Georgia at times and location to be determined.

8.21. REMOVAL OF EMPLOYEES

Promptly upon the written demand of Augusta, Georgia, the Contractor shall remove from activities associated with this Contract any employee who Augusta, Georgia considers unsuitable for such work. Augusta, Georgia shall have the right to demand the removal from services under this Agreement, for reasonable cause, any personnel (whether in a management or a non-management position) furnished by the Contractor.

8.22. PROPOSAL PROCEDURES

The Proposal submitted in response to this Request for Proposals is hereby incorporated into this Contract by reference. This Proposal, together with the requirements in the Request for Proposals shall constitute the Contractor's operating procedures, policies and practices, and, upon reasonable written request from Augusta, Georgia, the Contractor shall amend such procedures, policies and practices in accordance therewith. The Contractor shall request Augusta, Georgia's prior written approval for any change to these operating procedures, policies and practices.

8.23. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal, state and local laws and regulations relating directly or indirectly with providing transit services pursuant to this Contract. All buses and other equipment shall be maintained and operated at all times in compliance with all applicable rules, regulations and codes governing the operation of vehicles or public conveyance of Augusta, Georgia and its municipalities, and those of the State of Georgia and the United States.

Augusta, Georgia shall comply with all federal and state laws and regulations applicable to Augusta, Georgia and related directly or indirectly to providing transit services.

8.24. PERFORMANCE AND PAYMENT BOND

Within ten (10) days of notice of award of this Contract, the Contractor shall furnish a **100% Performance and Payment bonds to Augusta, Georgia for the amount of the annual contract.** These bonds shall be issued by an acceptable surety company to Augusta, Georgia who is registered and duly authorized to do business in the State of Georgia, is listed on the Department of Treasury listing of acceptable Sureties and Underwriting limitations, having a Best Rating of A: VII or better, and be accompanied by a Power of Attorney certifying that the person executing the bonds has the authority to

do so. **The amount of the bond shall be 100% equal to the contract amount. The bond must be renewed annually and remain in effect during the life of this Contract.**

8.25. ERISA

The Contractor shall comply with the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended with respect to each of its employee benefit plans. The Contractor shall supply Augusta, Georgia with such information concerning the status of each of the Contractor's employee benefit plans, as Augusta, Georgia shall reasonably request.

8.26. LICENSES, PERMITS, AND FILING FEES

The Contractor is solely responsible for obtaining any license or other authorization required by law to perform the services required in this Contract. The cost of all licenses and permits necessary to operate each bus and other equipment under all such applicable laws and regulations shall be the responsibility of the Contractor. These permits and licenses shall include, but not be limited to, all necessary Georgia motor vehicle licenses and certificates, including the State of Georgia Public Service Commission Certificate of Public Conveyances and Necessity.

The Contractor shall pay all filing fees and legal fees involved in submitting route, schedule, and rate changes to the Georgia Public Service Commission.

The Contractor shall pay all federal, state and local taxes imposed on the Contractor by reason of the ownership or leasing of any vehicle, equipment, inventory or operation of the transit system.

8.27. PROHIBITED USES

Unless expressly authorized in writing by Augusta, Georgia, the Contractor shall not use any bus or other equipment which is part of Augusta, Georgia's transit system other than in connection with the services required to be performed under the Contract. The Contractor shall not use any such bus or other equipment for any private charters or any purpose other than as may be specifically permitted by Augusta, Georgia and in Augusta, Georgia's sole discretion and under such terms as Augusta, Georgia elects.

8.28. RISK OF LOSS OR DAMAGE

The Contractor shall be responsible for the vehicles, equipment and supplies used in the performance of the services called for under the Contract and shall be responsible for all loss or damage with respect to any such vehicles, equipment and supplies.

8.29. INSURANCE

The Contractor shall procure and maintain, or cause others to procure and maintain, for the duration of the Contract insurance against claims for injuries to persons or damages to property, or theft which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractor or authorized Augusta transit staff, including but not limited to the procuring of insurance against claims for injuries to persons or damages to property including claims that may arise at Augusta owned or leased transfer centers, park and ride lots or bus stops, or theft of any and all transit vehicles and equipment either owned by Augusta, Georgia or leased by Augusta, Georgia or otherwise used by the Contractor or Augusta, Georgia in connection with the operation of the transit system and he services described in the Contract. The cost of such insurance shall be identifiable as separate items and included in the Contractor's Price Proposal

A. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability including Garage Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Subject to Policy aggregate limit of \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage including passenger liability.
3. Umbrella Liability: \$25,000,000 per occurrence for bodily injury, personal injury, and property damage in excess of limits required under one or two above.
4. Worker's' Compensation and Employer Liability: Workers Compensation limits as required by the Labor Code of the State of Georgia and Employers Liability limits of \$1,000,000 per accident.
5. All Risk Fire and Extended Coverage for full replacement cost on all service or operating facilities including equipment and contents whether owned or leased by the Contractor or Augusta, Georgia. Such coverage shall include coverage for extra expenses and loss of income coverage.
6. Automobile Physical Damage coverage, including Collision coverage and Comprehensive coverage, each equal to full replacement value of all vehicles, including the express buses, the local buses, and non-revenue vehicles operated by the Contractor or Augusta Transit employee. Deductible levels shall be determined by the Contractor based upon Contractor's ability to cover deductible payments in the events of a claim. The Contractor shall be responsible for all damages falling below the deductible. No blanket or per location limit should apply to this coverage under \$10,000,000.
7. Fidelity Bonds insuring against theft, fraud or misappropriation of funds other miscues of money in such amounts as Augusta, Georgia shall request. Augusta, Georgia shall be named as an Additional Insured as their interest may appear. A letter of credit may be requested in lieu of or in addition to a Fidelity Bond to secure the Bond deductible depending upon its size.
8. Employment Practice Liability: \$1,000,000 each occurrence and aggregate.

B. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by Augusta, Georgia. At the option of Augusta, Georgia either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the deductibles or self-insured retentions as respects Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella Liability Coverage

Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers are covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or vehicles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection

afforded to Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and Augusta, Georgia, the Board of Commissioners, their officials, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions off the policies shall affect coverage provided to Augusta, Georgia, the Board of Commissioners, its officers, employees and volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, expect with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Augusta, Georgia, the Board of Commissioners, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for Augusta, Georgia.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Augusta, Georgia. Additionally, the Contractor shall notify Augusta, Georgia immediately upon receipt of any notifications of cancellations.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A VII or otherwise acceptable to Augusta, Georgia.

E. Verification of Coverage

The Contractor shall furnish Augusta, Georgia with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The policies, certificates and endorsements are to be in a form acceptable to Augusta, Georgia and are to be received and approved by Augusta, Georgia prior to commencement of any work or service performed under this Contract. The Contractor is to commence no activity with regard to performance of the Contract until the required insurance has been obtained. Augusta, Georgia reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. Rights Reserved

Augusta, Georgia reserves the right to reject any and all insurance Proposals, to waive any informality in Proposals and, unless otherwise specified by the Proposer, to accept any item in the Proposal. Augusta, Georgia, solely at its option, may purchase any or all of the insurance coverage

required in these specifications directly to cover its own and the Contractor's interests, in lieu of the Contractor providing such coverage. In such cases, Augusta, Georgia would delete applicable insurance coverage and cost(s) from its evaluation of Proposals.

H. Claims Information and Loss Run

The Contractor shall make available to Augusta, Georgia, through its records or the records of their insurer, information regarding a specific claim. Any loss run information available from the Contractor or its insurer will be made available to Augusta, Georgia upon its request.

8.30. LABOR DISPUTES

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information, to Augusta, Georgia Transit Contract Manager. However, in no event shall a labor dispute constitute a force majeure event covered by Section 8.14 above. Any additional costs that are caused by or are related to the labor dispute shall be borne solely by Contractor.

8.31. MINIMUM BUS AVAILABILITY

The Contractor shall provide at least ninety percent (90%) of the fixed route fleet, ninety percent (90%) of the paratransit fleet, ninety percent (90%) of the rural transit fleet and ninety percent (90%) of the Microtransit fleet in operable condition for revenue service in peak periods unless otherwise directed by Augusta, Georgia.

8.32. CONFIDENTIALITY

Any and all reports, information, or data of whatever nature provided to, or prepared, generated or assembled by the Contractor in connection with the performance of the Contractor shall not be made available to any individual or organization outside the Contract without the prior written approval of Augusta, Georgia, unless such is required by law or a court process. Contractor shall promptly notify Augusta, Georgia of any request for such information.

8.33. EXAMINATION AND RETENTION OF RECORDS

Contractor shall maintain all books, records, documents, accounting ledgers, data bases, and similar materials relating to work performed for Augusta, Georgia under this Contract on file for at least three (3) years following the date of final payment or settlement to the Contractor by Augusta. All records stored on a computer database must be of a format compatible with Augusta, Georgia's. Any duly authorized representative(s) of Augusta shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to Augusta representative(s) for such access and inspection. Further, any duly authorized representative(s) of Augusta shall be permitted to observe and inspect any and all of Contractor's facility and activities during Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of Contractor's compliance with the provision of this Contract. In such instances, Augusta representative(s) shall not interfere with or disrupt such activities.

The Contractor shall maintain, and Augusta, Georgia and its representatives shall have the right to examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract. The materials described above as well as any relevant database and computer tapes or disks containing such information shall be made available at Augusta, Georgia office of the Contractor at all reasonable times for inspection, audit,

and reproduction during the term of the Contract, and for three years from the final date of settlement or payment under the Contract.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract. The Contractor will also maintain all of the above records that pertain to preventive maintenance cost for three (3) years after the close of the applicable funding grant.

8.34. AUGUSTA, GEORGIA AND CONTRACTOR - SUPPLIED PROPERTY

The title to capital items provided by Augusta, Georgia shall remain with Augusta, Georgia. The Contractor shall be required to maintain such items utilizing manufacturers' recommended maintenance standards, at a minimum, or those standards provided by Augusta, Georgia, at Augusta, Georgia's sole discretion. Furthermore, the Contractor shall maintain adequate property control records of all Augusta-furnished property in accordance with sound industry practice and as approved by Augusta, Georgia.

Augusta, Georgia 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 Augusta, Georgia and used by the Contractor 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.

8.35. SEVERABILITY OF PROVISIONS

Any provision of the Contract which is found to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Contract, or affecting the validity or enforceability of such provisions in any other jurisdiction.

8.36. TURNOVER PROCEDURES

Augusta, Georgia has established a Turnover Procedure for return of Augusta Transit vehicles and equipment at the end of the Contract. This Turnover procedure shall be implemented toward the end of the current Contract term and prior to the commencement of the new Contract or as requested by Augusta, Georgia. At Augusta, Georgia's option, a Turnover Inspection may be implemented with or without a change in Contractors.

8.37. WAIVER

No provisions of this Contract may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion. A waiver of any provision shall not affect or alter the remaining provisions of this Contract.

8.38. STRICT COMPLIANCE

No failure of Augusta, Georgia to insist upon strict compliance by the Contractor with any provision of this Contract shall operate to discharge, modify, change or affect any of the Contract obligations.

8.39. SURVIVAL

All provisions of this Contract which contain continuing obligations shall survive its expiration or termination.

8.40. MUTUAL DISCUSSION

In case of any dispute, claim, question, or disagreement arising from or relating to the Proposal or arising out of this Contract or the breach thereof, the parties shall first attempt to a resolution through mutual discussion.

8.41. FACILITATIVE MEDIATION

If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to or arising out of this Contract or the breach thereof through mutual discussion, as a condition precedent to litigation, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties.

All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.

The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for expenses otherwise incurred.

In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period.

During the course of mediation, any party to the mediation may apply for injunctive relieve from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

Augusta, Georgia or the Contractor and any other parties involved in any way in the design or construction of this Project are bound, each to each other, by this requirement to mediate prior to the commencement of any litigation, provided that they have signed this Contract or an agreement that incorporates this Contract by reference or signed any other agreement which binds them to mediate. Each such party agrees that it may be joined as an additional party to a mediation involving other parties under any such agreement. In the case where more than one mediation is begun under any such agreement and any party contends that the mediations are substantially related, the mediations may be conducted by the mediator selected in the first mediation which was commenced.

8.42. CONFLICTING DISPUTE RESOLUTION PROVISIONS

Neither party to this Contract shall enter into any Contract with regard to the Contract which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which is in conflict with the dispute resolution procedures required by this Article.

8.43. ARBITRATION PRECLUSION

In case of a dispute relating to or arising out of this Contract, no party to this Contract shall be required to participate in or be bound by any arbitration proceedings

8.44. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all work and services to be provided hereunder.

End of Section 8

SECTION 9

AUGUSTA TRANSIT PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

9.1. OVERVIEW

The Contractor will perform all transit services required by the Contract according to the performance standards set forth in this section. As part of the Contractor's proposal, the Contractor should outline the **specific actions** it intends to take to meet each of the standards provided herein. The specific actions outlined in the Contractor's proposal will be one of the criteria used to evaluate and rank the proposals. **Proposals that do not contain details regarding the Contractor's approach to meeting or exceeding each of the performance standards outlined herein will not be considered.**

The performance standards shall apply to the Fixed Route, Paratransit, Microtransit and Rural services. All liquidated damage assessments will be made based upon either (1) Augusta, Georgia personnel or agent observation or (2) evidence from reports or other documentation or (3) complaints regarding an infraction by passengers, the general public or Contractor notification.

The Contractor understands and agrees that if it fails to meet the schedule, maintenance, and other performance requirements of this Agreement, Augusta, Georgia will suffer damages which cannot be quantified as of the date of execution of this Agreement. The Contractor hereby agrees to pay (or to have deducted from its invoices) the liquidated damages amount stated in this Section. The Contractor further agrees that amounts payable under this Section are reasonable in light of the actual or anticipated harm incurred and the difficulties of proof of actual loss.

Augusta, Georgia has developed these standards with which the Contractor is expected to comply to encourage the highest quality service from the Contractor and to ensure that the transit services, employee performance and vehicles meet Augusta, Georgia standards. Failure by the Contractor to meet these standards will result, at a minimum in Augusta, Georgia assessing an appropriate response, such as a financial penalty for each incident of non-compliance, at a maximum in Augusta, Georgia terminating the Contractor's services.

Augusta, Georgia shall monitor its transit services in order to assess the performance of the Contractor in delivering the service. The monitoring activities shall include but not be limited to vehicle cleanliness, schedule adherence, completed vehicle trips, the on-time and accurate submission of reports, heating and air-conditioning system performance, and unsatisfactory/unsafe performance by a vehicle operator. Augusta, Georgia shall maintain the right to assess liquidated damages against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. These standards and liquidated damages applicable thereto shall include the following performance criteria and be assessed on the basis of spot checks or the specified number of verifiable passenger complaints in each category.

Continued performance by the Contractor at or above the parameters established in this section shall be taken into consideration for Contract extensions. Continued performance below the parameters established by Augusta, Georgia shall be considered grounds for Contract termination.

The following pages outline the specific tasks and timelines required for each of the performance standards, and the frequency at which performance will be reviewed.

On a monthly, quarterly or annual basis, depending on the performance standard, Augusta, Georgia will issue a Notice of Intent (NOI) to review the performance of the Contractor. Disputes by the Contractor

involving determined performance outcomes must be received by Augusta, Georgia within five (5) business days from the receipt of the NOI. Augusta, Georgia staff shall meet with the Contractor within five (5) business days of receipt of the dispute to discuss the Contractor's concerns. Final determination regarding the dispute shall be the decision of Augusta, Georgia.

NOTE: With the exception of inadequate staffing infractions, liquated damages shall be waived for the first sixty (60) days of in-service operation, assuming the Contractor has made good faith effort to affect a smooth transition and start-up, determined at the Transit Manager discretion.

9.2. OPERATING STANDARDS

A. Operating Ahead of Schedule (HOT) Standard

No bus shall depart a time point before its scheduled departure time.

Penalty: The Contractor shall be assessed one-hundred dollars (\$100) penalty per incident when a fixed route bus is observed or tracked by AVL system in revenue service departing an Augusta, Georgia scheduled time point any time before its scheduled departure time.

Incentive: No incentive.

B. On-Time Performance Fixed Route

The Contractor shall maintain on-time performance within zero (0) minutes early and five (5) minutes late of scheduled departure times on all Fixed Routes. The Contractor will be considered on-time if lateness is due to train delays, traffic delays, accidents not involving an Augusta Transit bus, or wheelchair boardings provided the Contractor documents each and every delay by route number, bus number, time of day and reason for delay.

If a bus operator is consistently late without cause, Augusta, Georgia will notify the Contractor and expect a thorough investigation and follow-up response from the Contractor within 48 hours from time of notification.

Flexibility in the application of a penalty by Augusta, Georgia may be warranted when taking into consideration the age of specific revenue service buses and numerous at-grade rail crossings in the service area.

Penalty: The Contractor shall be assessed a one thousand dollars (\$1,000) penalty in any month where overall system-wide on-time performance falls below 85%.

Incentive: A \$1,000 incentive shall be added to the Contractor's monthly service hour billing each month the system as a whole operates on-time at least 90% of the time. The incentive shall be applied to all revenue hours operated that particular month.

Penalties and incentives will be applied to the monthly invoice.

C. On-Time Performance – Paratransit

The Contractor shall complete 90% of all trips within a 30-minute window from scheduled pick-up time. In the event of an in-service breakdown, the bus operator's absence, or other service-related problems, the Contractor shall dispatch vehicle as soon as possible in order to provide service on route.

Penalty: The Contractor shall be assessed one thousand dollars (\$1,000) penalty for falling below 90% on-time performance for the system as a whole each month.

Incentive: A one thousand dollars (\$1,000.00) incentive shall be granted for on-time performance that is 95% or better for the system as a whole each month.

Penalties and incentives will be applied to the monthly invoice.

D. On-Time Performance – Microtransit

The Contractor shall complete 90% of all trips within a 30-minute window from scheduled pick-up time. In the event of an in-service breakdown, the bus operator’s absence, or other service-related problems, the Contractor shall dispatch vehicle as soon as possible in order to provide service on route.

Penalty: The Contractor shall be assessed a one thousand dollars (\$1,000) penalty for falling below 90% on-time performance for the system as a whole each month .

Incentive: A one thousand dollars (\$1,000) incentive shall be granted for on-time performance that is 95% or better for the system as a whole each month .

Penalties and incentives will be applied to the monthly invoice.

E. Missed Trip Standard - Fixed Route

The Contractor shall, at a minimum, complete 90% of all scheduled Fixed Route trips on a daily basis. In the event of an in-service breakdown, the bus operator’s absence or other service related problems, the Contractor shall dispatch another vehicle as soon as possible in order to provide service on the route for the subsequently scheduled trips. Vehicle revenue hours shall specifically exclude missed trips.

Any bus that departs a scheduled time point fifteen (15) minutes late shall be considered a “missed trip”. The Contractor will be considered on-time if the “missed trip” is due to train delays, traffic delays, accidents not involving an Augusta Transit bus, or wheelchair boardings provided the Contractor documents each and every delay by route number, bus number, time of day and reason for delay.

All missed trips shall be subject to discussion between Augusta, Georgia staff and the Contractor. The final decision regarding a missed trip shall be made by the Transit Director.

Penalty: The Contractor shall be assessed a five hundred dollars (\$500) penalty per missed trip or any scheduled trip that is not operated for any reason, within the Contractors control.

Revenue hours will be reduced based on missed trips. If a missed trip is 50% or less complete, the full trip revenue hours will be deducted. If 51% or more of the trip is complete, the trip revenue hours will be deducted from the point of disruption.

Incentive: A five hundred dollars (\$500) bonus per month shall be granted to the Contractor when the 90% minimum standard is exceeded within the given month.

Penalties and incentives will be applied to the monthly invoice.

F. Missed or Skipped Passenger

Passing up a passenger waiting at a designated stop must be avoided at all times. Many riders have limited transportation options and are transit dependent. Given the current headways in excess of 40 minutes or more any passenger skipped while waiting at a bus stop before a scheduled bus arrival may face significant negative repercussions for the rest of their day.

Penalty: The Contractor shall be assessed a one hundred dollars (\$100) penalty per occurrence.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

G. Vehicle Out-of-Fuel

If a diesel or gasoline powered bus, paratransit vehicle or Microtransit van runs out of fuel while in revenue service a penalty will be assessed. If a Battery Electric Bus is put into revenue service with 20% or less charge a penalty will be assessed.

Penalty: The Contractor shall be assessed a five hundred dollars (\$500) penalty per occurrence.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

H. Driver Appearance/Name Plates

All bus operators shall adhere to Augusta, Georgia's uniform/dress code at all times while operating a vehicle in revenue service. Exceptions to these standards may be granted upon mutual agreement between the Contractor and Augusta, Georgia for holidays, special promotions or other transit-related events. All bus operators shall display their name badge on uniforms at all times a bus is in revenue service.

Penalty: The Contractor shall be assessed a fifty dollars (\$50) penalty per infraction for violations of Augusta, Georgia's uniform/dress code.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

I. Driver Courtesy

If a driver is reported for discourteous or rude behavior, or refusing to operate a functioning wheelchair lift liquidated damages will apply.

Penalty: The Contractor shall be assessed a two hundred and fifty dollars (\$250) penalty per occurrence.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

J. Collecting Correct Fares

If any bus operator fails to collect the correct fare or does not correctly record the fare collected liquidated damages will apply.

Penalty: The Contractor shall be assessed a fifty dollars (\$50) penalty per occurrence.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

K. Seatbelts

If a driver is reported, recorded or monitored as not wearing a seatbelt while operating a vehicle in motion liquidated damages will apply.

Penalty: The Contractor shall be assessed a two hundred and fifty dollars (\$250) penalty per occurrence.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

L. Use of Cell Phone During Vehicle Operation

If an operator is reported, recorded or monitored using his/her personal cell phone while operating a Augusta, Georgia vehicle (verified after investigation) liquidated damages will apply.

Penalty: The Contractor shall be assessed one thousand dollars (\$1,000) penalty per occurrence

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

M. Bus Stop Announcement Standards

1. Equipment Malfunction (Announcements)

In the event of a vehicle enunciator malfunction, the Contractor's bus operators shall announce all pre-determined stops and transfer points over the vehicle's public address system as specified by Augusta, Georgia in compliance with the Americans with Disabilities Act (ADA).

2. ADA Equipment Malfunction Reporting

Bus operators shall report all vehicle enunciator malfunctions, wheelchair lift or ramp malfunctions or any other ADA equipment malfunction to dispatch immediately and dispatch shall report the malfunction to the workshop/ maintenance facility immediately.

Penalty: The Contractor shall be assessed a one hundred dollars (\$100) penalty each time a bus operator fails to notify dispatch immediately that the equipment is malfunctioning or if dispatch fails to notify the Contractor's shop immediately of the failure.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

N. Proper Destination Signs

If any Contractor employee is reported or observed to display the an incorrect destination sign or no destination sign whatsoever on fixed route revenue service liquidated damages will apply.

Penalty: The Contractor shall be assessed a one hundred dollars (\$100) per occurrence.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

O. Driver AVL/Mobile Data Terminal (MDT)/Ranger and Fare Box Login

The Contractor shall ensure that each bus operator logs in and logs in correctly on all routes.

Penalty: The Contractor shall be assessed a two hundred and fifty dollars (\$250) penalty for each incident a bus operator fails to log in or logs in incorrectly.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

P. Operation of Bus in Revenue Service by Supervisor Staff

Augusta Transit will not pay for a service trip or revenue hours for any revenue service vehicle that is driven by a supervisor, manager, safety personnel, dispatch staff and/or other personnel not classified as an Operator during revenue hour service, unless the Contractor has obtained PRIOR authorization from Augusta Transit.

For bus operators that are qualified and trained in both fixed route operations and ADA/paratransit operations there may be shifts where there is a temporary shortage of fixed route or ADA/Paratransit operators. In such situations it is expected that fixed route or ADA/Paratransit operators will have the flexibility and incentive to operate the other service. If a fixed route or ADA/Paratransit operator chooses not to operate the other service and their action results in a missed, cancelled or late trip, liquidated damages will be the result.

Penalty: The Contractor shall be assessed a two hundred and fifty dollars (\$250) penalty for each occurrence of a non-operator personnel operating a bus in revenue service.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

Q. Misuse of Augusta, Georgia Vehicles

If an operator misuses or makes inappropriate use of an Augusta, Georgia vehicle liquidated damages will be applied. In the event of severe and repeated misuse, Augusta, Georgia reserves the right to terminate this Agreement for default under the provisions of Section 8.13. Examples of such misuse or inappropriate use would be if the vehicle is seen parked outside of any of the following establishments: liquor stores, bars, known drug areas, etc.

Penalty: The Contractor shall be assessed a one-thousand dollars (\$1,000) penalty shall be assessed to the Contractor for each occurrence.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

R. Non-Compliance Tow

If a Battery Electric Bus (BEB) in revenue service falls below 16% SOC resulting in the cessation of revenue service and the need to transport the vehicle back to the Operations and Maintenance facility (2844 Regency Blvd) liquidated damages will apply.

Penalty: The Contractor shall be assessed a one thousand dollars (\$1,000) penalty per occurrence.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

S. Notification of Employee Termination

The Contractor shall ensure that each terminated employee is reported to Augusta, Georgia within one (1) business day after termination. This will allow the Augusta, Georgia to remove employees access to facility and database. Any facility keys, access control cards and badges shall be received from employee.

Penalty: The Contractor shall be assessed a two hundred dollars (\$200) penalty for each failure to report terminated employee.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

T. Accident Reporting

Augusta, Georgia must be notified immediately for Fixed Route, Paratransit, Rural and Microtransit Services or support vehicle involved in an accident. A liquidated damage may be assessed for an accident not reported to Augusta, Georgia within one (1) hour of occurrence.

Penalty: The Contractor shall be assessed a two hundred and fifty dollars (\$250) penalty for each failure to report an accident involving any Augusta, Georgia Fixed Route, Paratransit, Rural and Microtransit Services or support vehicle.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

U. Preventable Accidents

A preventable accident is an accident in which the operator failed to do everything reasonable to prevent it and is therefore at fault. Liquidated damages may be assessed in which preventable accidents occur at a rate greater than one (1.0) per one hundred thousand (100,000) total miles per quarter.

Measurement: (# of preventable vehicle crashes/Total fleet miles) * 100,000

Penalty: The Contractor shall be assessed a one thousand dollars (\$1,000.00) penalty **per quarter** in which preventable accidents occur at a rate greater than one (1.0) per one hundred thousand (100,000) total miles.

Incentive: Miles between Preventable Accidents – if less than one (1) per 100,000 total miles will result in a \$1,000 per quarter incentive.

Penalty will be applied to the monthly invoice.

V. Cleanliness of Bus Exterior and Interior

Liquidated damages may be assessed for each incident where the exterior and/or interior of the bus are not clean. This can come to Augusta, Georgia's attention via passenger/public complaint, direct observation, or other method. An incident shall mean any vehicle identified to be in revenue or deadhead service or during a pre-planned inspection or audit

by authorized Augusta, Georgia personnel, which is found to not meet the expectations for cleanliness.

Penalty: The Contractor shall be assessed a two-hundred-dollar (\$200) penalty for each occurrence where the exterior and/or interior of the bus are not clean.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

9.3. VEHICLE MAINTENANCE STANDARDS

Proper maintenance directly affects operating costs. Augusta, Georgia's maintenance requirements do not refer solely to the task of performing normal preventive maintenance tasks on a specified schedule, but rather that the task is done well and that the operation of the bus and all equipment on board the bus is operable and reliable when in service. Vehicle maintenance standards are subject to change based on Federal guidelines. The Contractor is responsible for performing the following maintenance on a bus-by-bus basis (Fixed Route, paratransit buses, Microtransit van and Rural transit vehicles).

A. Preventive Maintenance

The Contractor shall maintain stated intervals between inspections and between "LIKE" inspections. Should the Contractor's Preventative Maintenance Inspection (PMI) schedule consist of 3,000 mile (3K) inspection, 6K inspection, 9K inspection, 12K inspection, 15K inspection, 18K inspection, 21K inspection and a 24K inspection, the distance between one 6K and the next consecutive 6K inspection constitutes the distance between "LIKE" inspections.

Any PMI inspection completed more than ten percent (10%) past its PMI mileage interval is considered "Late". Any PMI inspection completed more than ten percent (10%) past its "LIKE" PMI mileage interval is considered "Late". Any PMI inspection completed more than fifteen percent (15%) past its PMI mileage interval is considered "Missed". Any PMI inspection completed more than fifteen percent (15%) past its "LIKE" PMI mileage interval is considered "Missed."

PMIs must be completed by the Contractor based upon the preventive maintenance schedule proposed by the Contractor or negotiated by the Contractor and Augusta, Georgia. Weekly PMIs shall include the inspection of all onboard devices to ensure full operation of these devices at all times.

Penalty: The Contractor shall be assessed fifty dollars (\$50) per business day, or one dollar (\$1.00) per mile, whichever is greater for each incident of non-compliance with this standard. **Failure by the Contractor to maintain a PMI and repair program which complies with Augusta, Georgia, State, Federal, other applicable agencies, and the manufacturer's recommended PMI program shall be considered grounds for contract termination.**

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

B. Heating/Air Conditioning

The heating system must be fully operable from November 1 to March 1. The air conditioning system must be fully operable from March 1 to November 1. **Under no circumstances shall an Augusta Transit bus be put into revenue service without a fully functioning heating and/or air conditioning system.**

The Contractor shall test the heating and air conditioning systems on all vehicles to ensure that they are functioning properly prior to revenue service. If the heating or air conditioning system on a vehicle does not function properly during the test procedure, the Contractor's dispatch personnel shall be notified immediately, and the bus shall not be used in revenue service. All heating and air conditioning system failures shall be listed on the Contractor's monthly Fixed Route or paratransit report.

Penalty: Failure by the Contractor to repair non-functioning air conditioning/heating systems within five (5) business days shall result in a one hundred-dollar (\$100) penalty per incident per day.

Incentive: A one hundred dollar (\$100) bonus per month shall be granted to the Contractor when all air conditioning and heating system failures are identified in the Contractor's monthly reports and are repaired by the Contractor within five (5) business days after the date of the occurrence.

Penalties and incentives will be applied to the monthly invoice.

C. Major Vehicle Body Damage Repair Standards - Interior and Exterior

The Contractor shall completely repair any major vehicle body damage, interior and exterior, within sixty (60) business days from the date of the occurrence.

Penalty: The Contractor shall be assessed a fifty-dollar (\$50) per business day penalty, per bus for major vehicle body damage that remains unrepaired beyond the 60-day time period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

D. Minor Vehicle Body Repair Standards – Interior and Exterior

The Contractor shall repair any minor vehicle body damage, interior and exterior within twenty-one (21) business days from the date of the occurrence. It is expected that the Contractor will replace equipment for similar equipment in design, function, aesthetic appearance, use and maintenance, that is, like-for-like replacement.

Penalty: The Contractor shall be assessed a fifty-dollar (\$50) per business day penalty, per bus for minor vehicle body damage that remains unrepaired beyond the 21-day time period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

E. Repairing or Replacing Seat Damage Standards

The Contractor shall repair or replace any seat that is damaged within seven (7) business days of the occurrence.

Penalty: The Contractor shall be assessed a fifty-dollar (\$50) per business day penalty for repairs that go beyond the seven (7) day time period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

F. Repairing ADA Equipment Standards

The Contractor shall repair all ADA required equipment within forty-eight (48) hours of occurrence or in accordance with Federal ADA guidelines or laws, whichever is more stringent. This equipment includes:

- Public Address (PA) system
- Destination signs
- Stop request signs
- Passenger signal tape or cords
- Wheelchair lift equipment
- Ramp equipment
- Wheelchair tie down and securement equipment
- Required ADA signage and decals
- Vehicle enunciators

Penalty: The Contractor shall be assessed a two hundred dollar (\$200) per business day penalty for ADA equipment problems that go unrepaired beyond the 48-hour time period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

G. Cleaning of Exterior and Interior of Vehicles Standards

1. Multiple times a day

All revenue service vehicles will be disinfected or fogged. At a minimum, vehicles will be disinfected or fogged prior to entering revenue service and on their return to the maintenance facility. In addition, revenue vehicles will be disinfected at a specified midpoint during revenue service. The Actual number of times during the day determined between Augusta Transit and Contractor. However, at least once in the morning and once in the evening and other times during the day as required.

2. Daily

On a daily basis, the Contractor shall clean the interior of every vehicle to be used in service on the following day. Daily interior cleaning shall include, at a minimum, removing all interior trash, emptying the on-board trash receptacles, vacuuming all seat cushions, removing graffiti and gum, and mopping the floor. Weather permitting; the exterior of all vehicles shall be cleaned every day including a run through the bus wash and spot cleaning the bumpers and wheels. **The back of all vehicles shall be hand washed prior to running them through the bus wash.**

3. In addition, the Contractor shall post or remove interior public notices or advertisements within 24 hours of receiving notice to do so by Augusta, Georgia staff.

4. Bi-Weekly

Major interior cleaning (detailing) shall be provided for every vehicle in the fleet at least once every fourteen (14) calendar days. Major interior cleaning shall include (in addition

to the daily tasks outlined above), an interior detailed cleaning of all windows, the driver's area, all side paneling, and the ceilings.

5. Quarterly

Upholstery cleaning of all seats shall be done quarterly. Interior damage on all vehicles shall be reported to Augusta staff on a weekly basis with an estimated time line for repairs and a list of completed repairs.

Penalty: The Contractor shall be assessed an one and fifty hundred dollars (\$150) penalty per calendar day, per vehicle, for each day of non-compliance with any of the above standards.

Incentive: No incentive.

Penalties will be applied quarterly.

H. Defects Found by an Augusta, Georgia staff person or Designee

On random and/or scheduled occasions, Augusta, Georgia or their designee will perform inspections of any or all vehicles. The Contractor shall repair any defects documented during subject inspections within three (3) business days from the date the Contractor is informed. If parts availability is an issue in affecting repairs, the Contractor must submit to Augusta, Georgia an exemption request in which the parts availability issue is documented.

Penalty: The Contractor shall be assessed a two-hundred dollar (\$200) per business day penalty for defects that remain unrepaired beyond the three (3) daytime period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

I. Bus Repairs

Standard or routine bus repairs shall be completed within ten (10) business days. Major components such as engine and transmission repairs shall be completed within 90 business days or sourced out. Failure to make bus repairs in a timely fashion will result in a penalty.

Penalty: The Contractor shall be assessed a penalty of one hundred dollars (\$100.00) per business day, per bus for standard/routine repairs such as brake repair, alternator, water pump, window, door etc., which remain unrepaired beyond the 10-day period. Major components such as engine and transmission repairs that remain incomplete beyond the 90-day period will be assessed a two hundred dollars (\$200.00) per business day, per bus penalty.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

W. REPORTING STANDARDS

1. Monthly Maintenance Reporting Standard

The Contractor shall submit the monthly maintenance report to Augusta, Georgia prior to the 15th day of the following calendar month.

Penalty: Failure by the Contractor to provide the monthly maintenance report within the specified time period shall result in a penalty of fifty dollars (\$50.00) per business day until the report is submitted to Augusta, Georgia.

Incentive: No incentives.

Penalty will be applied to the monthly invoice.

2. Monthly Invoice Standards

All components of the monthly invoice must be submitted to Augusta, Georgia no later than 15 business days following the end of the previous calendar month. Augusta, Georgia pays Net 30 days.

Penalty: Failure by the Contractor to provide the correct and adequate Monthly Invoice within the specified time period shall result in an on-time penalty of two hundred dollars (\$200.00) per occurrence.

Incentive: No incentives.

Penalty will be applied to the monthly invoice.

3. Drug and Alcohol Reporting Standards

The Contractor must submit the monthly Drug and Alcohol report accurately no later than 15 business days following the previous calendar month.

Penalty: Failure by the Contractor to provide any Drug and Alcohol report within the specified time period shall result in a penalty of one hundred dollars (\$100.00) per business day until the report is submitted to Augusta, Georgia. Failure of the Contractor to use the correct decision (DOT vs. Non-DOT testing) related to drug and alcohol testing will result in a one hundred dollars (\$100.00) penalty.

Incentive: No incentives.

Penalty will be applied to the monthly invoice.

4. Disadvantaged Business Enterprise (DBE) Program Standards

Augusta, Georgia must declare a DBE goal annually. The Contractor must make a good faith effort to meet the DBE goal throughout the duration of the Contract.

Failure of the Contractor to use the DBE firms (or a Certified DBE replacement) that were submitted with the Proposal shall constitute a breach of Contract. The monthly DBE report is to be submitted to Augusta, Georgia no later than fifteen (15) business days following the previous calendar month. For any month in which the goal is not met, good faith efforts must be submitted to Augusta, Georgia no later than fifteen (15) business days following the previous calendar month showing what ongoing opportunities to bid were given to DBE firms. All bidder contact information must be supplied with the good faith efforts. The original written responses from DBE firms to ongoing bids must be provided monthly.

Penalty: Failure to provide a monthly DBE report no later than five (5) business days following the previous calendar month and/or for not meeting the specified DBE goal will result in penalties of one hundred dollars (\$100.00) per business day until the report is submitted to Augusta, Georgia and one hundred dollars (\$100.00) per business day until the Contractor provides sufficient proof to Augusta, Georgia, and proof approved

by the Augusta, Georgia, that the DBE goal is being met. If the DBE portion of the Contract is not provided by a certified DBE, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- (A) Suspension or debarment proceedings pursuant to 49 CFR part 2
- (B) Enforcement action pursuant to 49 CFR part 3
- (C) Prosecution pursuant to 18 USC 1001.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

5. Federal Requirements Standards

It is understood and agreed that the Contractor is obligated by and to Augusta, Georgia for specifications or documentation required to comply with any Federal Transit Administration (FTA), State of Georgia, or Augusta, Georgia requirements.

6. Accident Reporting Standards

The Contractor shall report **all** passenger, contractor employee or vehicle accidents to Augusta, Georgia within thirty (30) minutes of the occurrence and follow up with a complete, correct, and detailed written accident report within three (3) days of the occurrence.

The accident report shall include, at a minimum:

- a) The number of individuals transported to the hospital (if applicable), age, and genders;
- b) The make/model/year of all vehicles involved in the accident and whether the vehicle(s) was/were towed; and
- c) Location of the accident with GPS coordinates.

Penalty: Failure by the Contractor to report an accident within 30 minutes of the occurrence and to follow up with a complete, correct, and detailed written accident report within three (3) business days of the occurrence shall result in a penalty of one thousand dollars (\$1,000.00) per occurrence until the report is submitted to the Augusta, Georgia.

The police report shall be provided within seven (7) business days from the date of the accident. Failure by the Contractor to provide a Police Report within seven (7) business days of the occurrence shall result in a penalty of five hundred dollars (\$500.00) per occurrence until the report is submitted to Augusta, Georgia.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

7. National Transit Database (NTD) Reporting Standards

The Contractor is responsible for compiling information regarding the Fixed Route, ADA/Paratransit, Microtransit and Rural operations including vehicle revenue hours, vehicle mileage, passenger trips and service failures for the preparation of the NTD

Report. This report is **CRITICAL** and must be received by Augusta, Georgia each year by April 1st. Contractor must ensure that all deadlines and procedures established by the FTA regarding this report are followed and any follow-up responses are adhered to.

The Contractor's operations staff must have a clear understanding of all aspects of the NTD Report including how to develop a FTA approved sampling methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the Contractor shall provide the required NTD information on the appropriate NTD form along with all backup information by the 15th calendar day of every month. This information shall be supplied with the monthly invoice.

Penalty: Failure by the Contractor to include, with the monthly invoice, the required and accurate NTD information, on the appropriate NTD form, along with all backup information shall result in a penalty of two hundred dollars (\$200.00) per business day until the report is submitted to the County. An NTD report that is returned for corrections will be assessed two hundred dollars (\$200.00) per day late until the revised NTD report is submitted back to Augusta, Georgia with the corrected information.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

8. Falsification of Reports

If Augusta, Georgia determines that the Contractor has intentionally falsified any information in a required report liquidated damages will apply. In the event of falsification of material information, Augusta, Georgia reserves the right to terminate this Agreement for default under the provisions of Section 8.13.

Penalty: The Contractor shall be assessed a \$5,000 penalty per occurrence

Incentive: No incentive

Penalty will be applied to the monthly invoice.

9. Staffing

The Contractor is responsible for maintaining staffing levels of management and employees. Key positions such as General Manager, Safety Manger, Fixed Route Operations Manager, Special Services/Paratransit Manager, Maintenance Manager(s), Data Analyst, Microtransit manager, Paratransit Certification Coordinator, Dispatchers for Fixed, Paratransit and Microtransit services and Road Supervisor(s) shall not be vacated for a period of 30 consecutive days.

Penalty: Failure by the Contractor to maintain staffing levels of key positions described above will result in a penalty of two hundred dollars (\$200.00) per month for each month a key position is vacant or is not staffed with qualified personnel.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

10. Revenue Collection, Reconciliation and Deposit Standard

The Contractor is responsible for maintaining oversight and accuracy of deposit tickets and daily revenue counts. The Contractor will not use operations staff to count revenue without prior notification and authorization from Augusta, Georgia. At least one (1)

Augusta, Georgia staff person must be present in the Money Room when the vault is opened/closed and fare revenue monies are counted or reconciled.

Penalty: Failure by the Contractor to notify Augusta, Georgia when using operations personnel to count revenue will result in a penalty of two hundred dollars (\$200.00) per day. Deposit tickets that are missing or out of sequence will be assessed a penalty of two hundred dollars (\$200.00) per missing deposit ticket. Deposit tickets not filled out correctly/accurately will result in a penalty of two hundred dollars (\$200.00) per bank deposit. Bank deposits that must be adjusted (different amount deposited from what is on the deposit ticket) will result in a penalty of two hundred dollars (\$200.00) per bank deposit. Written justification of the variance shall be submitted to Augusta, Georgia by the Contractor.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

X. CUSTOMER SERVICE STANDARDS

Overview

Augusta, Georgia intentionally expects a high customer service standard for all transit services directly and indirectly provided. Augusta Transit customers have a right to expect courtesy, respect, honesty, and professionalism from all Augusta Transit representatives including Managers, Bus Operators, Dispatchers, Supervisors, Reservationists, Schedulers, and Customer Service Agents. Whether they come in contact with an Augusta Transit representative by phone, virtually or in person, the Augusta Transit representative is expected to listen to their request/question, ask for clarification if necessary, and provide complete, knowledgeable, accurate, precise information regarding their inquiry.

In the past, Augusta Transit has experienced an operator/bus operator courtesy complaints and unsafe driving complaints. Improving on this situation Augusta Transit has defined complaint goals and penalty outcomes as follows:

1. Courtesy Complaint

The total number of courtesy complaints received per quarter, filed through either the Customer Service Department or Augusta, Georgia, shall be less than 10% of the total number of complaints received per quarter.

Penalty: The Contractor shall be assessed a \$500 penalty per quarter for failure to meet this standard. Any Contractor employee who receives more than three (3) courtesy complaints in any one quarter shall be removed from all Augusta, Georgia revenue and non-revenue services.

Incentive: No incentives.

Penalty will be applied to the monthly invoice.

2. Unsafe Driving Complaint

Any employee who receives more than three (3) unsafe driving complaints in one (1) quarter will be removed from all Augusta Transit activities.

Penalty: Any employee who receives more than three (3) unsafe driving complaints in one quarter shall be removed from all Augusta, Georgia Revenue and Non-Revenue services for a time period decided by Augusta, Georgia and Contractor.

Incentive: No incentives.

Penalty will be applied to the monthly invoice.

3. Complaint Response Time

Customer complaints will be responded to within 24 hours from the time of receipt of the complaint, Monday through Friday. Complaints received on Friday shall be responded to on Monday.

Penalty: The Contractor shall be assessed a one hundred-dollars (\$100.00) penalty per occurrence for any complaint recorded by the Customer Service Department or Augusta, Georgia in which the customer's comments have not resulted in an initial response to the complaint within 24 hours from complaint receipt or a completed investigation and follow-up response (telephone or written) has not been provided to the customer within seven (7) calendar days of the date from complaint receipt.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

4. Complaints filed through Customer Service Department and Complaints Filed Through Augusta, Georgia (Augusta 311)

The total number of complaints filed through the Augusta, Georgia 311 or Customer Service Department shall be no more than 180 per quarter.

Complaints Filed Through Customer Service Department: The total number of complaints filed through the Customer Service Department shall be no more than 50 per quarter.

Penalty: The Contractor shall be assessed a five hundred-dollar (\$500.00) penalty per quarter for failure to meet this standard.

Incentive: A five hundred-dollar (\$500.00) bonus per quarter if standard is achieved.

Penalty and incentive will be applied to the monthly invoice.

5. Complaints Filed directly with Augusta Transit

When a complaint is filed directly with Augusta Transit it may be a last effort from the complainant frustrated by a lack of response or inadequate resolution from the Contractor. Augusta Transit will take this situation seriously. The total number of complaints filed directly with Augusta Transit administration shall be no more than 30 per quarter.

Penalty: The Contractor shall be assessed a five hundred-dollar (\$500.00) penalty per quarter for failure to meet this standard.

Incentive: A five hundred-dollar (\$500.00) bonus per quarter if the complaints filed through Augusta, Georgia shall be no more than 5 per quarter.

Penalty and incentive will be applied to the monthly invoice.

Y. FUEL EFFICIENCY STANDARDS

Augusta, Georgia has made a concerted effort to improve fuel economy and improve air quality and has taken specific steps to achieve this result.

1. Bus Idling Standard

The idling time for all Augusta Transit buses and vans shall not exceed 15 minutes with the following exceptions:

- Extreme weather conditions
- Idling in traffic
- When maintenance is being performed
- When there are passengers on board

Penalty: Failure to comply with the no idling standard shall result in a penalty of fifty dollars (\$50) per occurrence, per bus.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

2. Miles Per Gallon

In Calendar Year 2024, Augusta Transit consumed 151,310 gallons of diesel fuel at a cost of \$389,678.89. Augusta, Georgia believes that greater fuel economy for the fleet is possible and has set a goal of 4.0 miles per gallon for each bus in the fleet. Contractor shall be required to provide Augusta, Georgia with cost effective ways to achieve this goal.

Penalty: No Penalty

Incentive: A five hundred-dollar (\$500.00) bonus per month if the goal of 4.0 miles per gallon is achieved for each bus (excluding Battery Electric Buses) that was operated in revenue service during the month.

Incentive will be applied to the monthly invoice.

3. Kilowatt Hours per Mile (for BEBs)

In Calendar Year 2025, five (5) Battery Electric Buses (BEBs) will join Augusta Transit revenue service fleets. Augusta, Georgia believes that greater fuel economy and smaller greenhouse gas footprint for the fleet is possible and is committed to transition to clean energy vehicle fleet in the years ahead. Augusta Transit will set a BEB energy usage goal (Kilowatt hours per mile for each of the five BEB in the fleet) based on industry standards. Contractor shall be required to provide Augusta, Georgia with cost effective ways to achieve this goal.

Penalty: No Penalty

Incentive: A five hundred-dollar (\$500.00) bonus per month if the Kilowatt hours per mile goal is achieved or exceeded for each BEB that was operated in revenue service during the month. Incentive will be applied to the monthly invoice.

Z. TICKET INVENTORY CONTROL STANDARDS

Procedures are established whereby upon the receipt of a request for tickets, a Ticket Request Form (TRF) MUST be completed and submitted to Augusta, Georgia. Forms must be submitted to Augusta, Georgia no less than once per week to ensure proper inventory management.

Penalty: The Contractor shall be assessed a two hundred dollars (\$200.00) penalty for every Ticket/Warehouse Request form submitted more than five (5) business days after the date of the request.

Incentive: No incentive.

Penalty will be applied to monthly invoice.

9.4. Contractor Defenses

Augusta, Georgia reserves the right to waive the imposition of liquidated damages at its discretion. Waiver or failure to assess liquidated damages in any circumstance does not negate or abridge Augusta, Georgia's right to assess such damages in the future for the same infraction or infractions of the Agreement for which Augusta, Georgia previously waived or failed to assess such damages. This provision shall not abridge or affect any other remedy, which Augusta, Georgia may have for any damages that Augusta, Georgia may incur in consequence of the failure of the Contractor to perform in accordance with Agreement specifications.

Furthermore, Augusta, Georgia may, in its discretion, provide the Contractor with relief (in whole or in part) from any liquidated damages that are or could be assessed under this Section if the Contractor provides sufficient evidence or documentation to Augusta, Georgia that:

- a) the events giving rise to the liquidated damages in question were beyond the Contractor's control due to adverse and unusual weather or traffic conditions, major accidents, construction, or a Force Majeure event as described in Section 8.14 of this Agreement; and
- b) the Contractor made a good faith effort to reroute vehicles or take other appropriate steps to avoid or mitigate the delay.

End of Section 9

SECTION 10 FTA CLAUSES INCORPORATED BY REFERENCE

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to Augusta, Georgia (hereinafter referred to as Augusta, Georgia) for any specifications or documentation required of Augusta, Georgia under these clauses.

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to Augusta, Georgia (hereinafter referred to as Augusta, Georgia) for any specifications or documentation required of Augusta, Georgia under these clauses.

Master Agreement FTA MA (31) dated May 2, 2024 -

<https://www.transit.dot.gov/sites/fta.dot.gov/files/2024-05/FTA-Master-Agreement-v31-05-02-2024.pdf>

Circular 4220.1G, dated January 17, 2025, <https://www.transit.dot.gov/sites/fta.dot.gov/files/2025-01/Third-Party-Contracting-Guidance-%28Circular-4220.1G%29.pdf>

FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F - <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>

Title 49 of the Code of Federal Regulations (CFR) – Transportation - <https://www.ecfr.gov/current/title-49>

1. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES.** Augusta, Georgia and the 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 Augusta, Georgia, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions

pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

3. **ACCESS TO RECORDS AND REPORTS.**

- a) **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- d) **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. **CHANGES TO FEDERAL REQUIREMENTS.** The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement FTA MA (28) dated February 9, 2021 between Augusta, Georgia and the FTA, as they may be promulgated or amended from time to time during

the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

5. **TERMINATION CLAUSE.**

- a) **Termination for Convenience.** Augusta, Georgia may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the ARC'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 Augusta, Georgia to be paid the Contractor. If the Contractor has any property in its possession belonging to Augusta, Georgia, the Contractor will account for the same, and dispose of it in the manner Augusta, Georgia directs.
- b) **Termination for Default.** 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, Augusta, Georgia may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only 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 Augusta, Georgia 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, Augusta, Georgia, 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.

6. **CIVIL RIGHTS LAWS AND REGULATIONS.** The following Federal Civil Rights laws and regulations apply to this contract.

- a. **Federal Equal Employment Opportunity (EEO) Requirements.** These include but are not limited to:
 - (1) **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - (2) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- b. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

- c. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- d. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

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

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

- (1) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (4) **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (5) 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 to identify the affected parties.

7. DISADVANTAGED BUSINESS ENTERPRISE.

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

It is the policy of Augusta, Georgia and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Augusta, Georgia to:

- 1) Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2) Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
- 3) Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4) Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
- 5) Help remove barriers to the participation of DBEs in DOT assisted contracts;
- 6) To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- 7) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Augusta, Georgia shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, Augusta, Georgia may consider during

its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with Augusta, Georgia.

Contract Assurances. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I) **Prompt Payment – 49 C.F.R. § 26.29(a).** The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment from Augusta, Georgia. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Augusta, Georgia. This clause applies to both DBE and non-DBE subcontracts.

II) **Retainage: 26.29(b).** Augusta, Georgia will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed by using one or more of the following methods:

- (1) Declining to hold retainage from Contractors and prohibiting Contractors from holding retainage from subcontractors.
- (2) Declining to hold retainage from Contractors and requiring a contract clause obligating Contractors to make prompt and full payment of any retainage kept by Contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.
- (3) Holding retainage from Contractors and providing for prompt and regular incremental acceptances of portions of the contract, pay retainage to Contractors based on these acceptances, and require a contract clause obligating the Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within thirty (30) days after Augusta, Georgia's payment to the Contractor.
- (4) Requiring a contract clause that requires Contractors to include in their subcontracts language providing that Contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

- (5) Requiring a contract clause providing that the Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed.

Augusta, Georgia shall have the power and authority to enforce all of the provisions of this subsection and may implement suspension and debarment for non-compliance as provided in Chapter 10 of the AUGUSTA, GEORGIA CODE.

DBE Participation

For the purpose of this Contract, Augusta, Georgia will accept **only** DBE's who are:

- (1) Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
- (2) An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- (3) Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at **2.87%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than **2.87%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

DBE Submissions

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- a) An original **DBE Letter of Intent (EXHIBIT 6)** from each DBE listed in the DBE Participation Schedule.
- b) A completed **DBE Utilization Statement (EXHIBIT 7)** that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- c) A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule (EXHIBIT 8)**. No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by Augusta, Georgia.

Good Faith Efforts (GFE)

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Augusta, Georgia will consider the Bidder/Offeror's documented good faith efforts to meet the goal in

determining responsiveness. The types of actions that Augusta, Georgia will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- (1) Documented communication with Augusta, Georgia's DBE Coordinator (questions of ITB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- (2) Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
- (3) The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- (4) Written notification to DBE's encouraging participation in the proposed Contract; and
- (5) Efforts made to identify specific portions of the work that might be performed by DBE's

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract via **DBE Evidence of Good Faith Checklist and Form (EXHIBIT 9)**:

- (1) The names, addresses, and telephone numbers of DBE's that were contacted;
- (2) A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- (3) Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration 26.53(d)

Within five (5) business days of being informed by Augusta, Georgia that it is not responsive because it has not documented sufficient good faith efforts, the Bidder/Offeror may request Administrative Reconsideration. Bidder/Offerors should make this request in writing to the following Reconsideration Official:

**Administrator of Augusta, Georgia
535 Telfair Street, Room 910
Augusta, Georgia 30901
(706) 821-2400**

The Reconsideration Official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official will send the bidder/offeror a written decision on the reconsideration, explaining the basis for the decision. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of the DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule without Augusta, Georgia's prior written consent. Augusta, Georgia may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the Augusta, Georgia in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

Augusta, Georgia shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to Augusta, Georgia that summarize the total DBE value for this Contract via use of the **DBE Monthly Utilization Report (EXHIBIT 10) and the DBE Final Utilization Report (EXHIBIT 11)**. These reports shall provide the following details:

- (1) DBE utilization established for the Contract;
- (2) Total value of expenditures with DBE firms for the quarter;
- (3) The value of expenditures with each DBE firm for the quarter by race and gender;
- (4) Total value of expenditures with DBE firms from inception of the Contract; and
- (5) The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to Augusta, Georgia Compliance Department and Augusta Georgia Public Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- (1) Augusta, Georgia to have access to necessary records to examine information as Augusta, Georgia deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- (2) The authorized representative(s) of Augusta, Georgia, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- (3) All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.

Sanctions for Violations

If at any time Augusta, Georgia has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Augusta, Georgia may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- (1) Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
 - (2) Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.
8. **INCORPORATION OF FTA TERMS.** This contract, agreement order shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this attachment or in the contract and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the project or contract as described in FTA circular 4220.1f, dated November 1, 2008, rev. 4, march 18, 2013, and the FTA's master agreement FTA ma (28) dated February 9, 2021, as each may be amended from time to time. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in the contract, agreement or purchase order. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the Augusta, Georgia to be in violation of its agreement with FTA, or Augusta, Georgia to be in violation of any FTA terms and conditions applicable to this project of any grant the Augusta, Georgia may have with FTA. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

9. **DEBARMENT AND SUSPENSION.** If this contract or purchase order has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor or 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 contractor agrees to comply with and assures compliance of each third-party contractor and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any contract arising out of such offer, proposal or bid is in effect. The contractor further agrees to include a provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.
10. **RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION.** FTA Circular 4220.1F imposes the requirements at 49 CFR part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of this contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the contractor agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.
11. **LOBBYING.** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. 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 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5. its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient.
12. **CLEAN AIR.** The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. The contractor agrees to report each violation to Augusta, Georgia and agrees that Augusta, Georgia will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The contractor further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.
13. **CLEAN WATER.** If this purchase order or contract is valued at \$100,000 or more, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The contractor agrees to report each violation to Augusta Georgia and agrees that Augusta Georgia will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

14. **FLY AMERICA.** The contractor agrees to comply with 49 USC 40118 (the “Fly America” Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

15. **NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC.**

Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

16. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.** If this purchase order or contract involves a construction project in excess of \$2,000 or a non-construction project to which the Act applies over \$2,500, and is financed at least partly by loans or grants from the Federal Government, the contractor agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The contractor also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

Contract Work Hours/Safety Standards for Awards Involving Construction. [These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.] 1. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence. 2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause 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 this clause. 3. The FTA 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 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 this section. 4. 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 Contract.

Contract Work Hours/Safety Standards for Awards Not Involving Construction. [These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.] 1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5. 2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. 3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job. 4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

17. **TRANSIT EMPLOYEE PROTECTIVE PROVISIONS** (\$10,000 or less, except for construction contracts over \$2,000) The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or

appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:

- a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project,
- b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto,
- c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
- d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including:
 - ii. Alternative comparable arrangements U.S. DOL has specified for the Project,
 - iii. Any revisions U.S. DOL has specified for the Project, or 3 Both, and
- e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project:
 1. The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement,
 2. The documents cited in that U.S. DOL certification for the Project,
 3. Any alternative comparable arrangements that U.S. DOL has specified for the Project, and
 4. Any revisions that U.S. DOL has specified for the Project

(2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:

- a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),
- b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
- c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including:

1. Any alternative comparable arrangements U.S. DOL has specified for the Project,
 2. Any revisions U.S. DOL has specified for the Project, or 3 Both, and
- d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and
- (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions:
- a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and
 - b) FTA reserves the right to make other exceptions as it deems appropriate.

18. **CHARTER SERVICE.** [These requirements apply to contracts for operating public transportation service.] Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), 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 as permitted under:

- (1) federal transit laws, specifically 49 U.S.C. § 5323(d);
- (2) FTA regulations, “Charter Service,” 49 CFR part 604;
- (3) any other federal Charter Service regulations; or
- (4) Federal guidance, except as FTA determines otherwise in writing.

If Contractor engages in a pattern of violations of FTA’s Charter Service regulations, then FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- (1) barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- (2) withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- (3) any other appropriate remedy that may apply. C. Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

19. **SCHOOL BUS OPERATIONS.** [These requirements apply to contracts for operating public transportation service.] Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- (A) federal transit laws, specifically 49 U.S.C. § 5323(f);

(B) FTA regulations, "School Bus Operations," 49 CFR part 605;

(C) any other Federal School Bus regulations; or

(D) federal guidance, except as FTA determines otherwise in writing.

If Contractor violates these school bus requirements, then FTA may bar Contractor from receiving Federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally-funded equipment, vehicles, or facilities. Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

20. **DRUG & ALCOHOL ABUSE AND TESTING** Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182,

b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

21. **ENERGY CONSERVATION**. Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

22. **RECYCLED PRODUCTS (SOLID WASTES)**. [These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.]

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247. The requirements of Section 6002 include:

(A) procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

(B) procuring solid waste management services in a manner that maximizes energy and resource recovery; and

(C) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23. **SEAT BELT USE**. *Seat Belt Use*. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees

and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and Including a “Seat Belt Use” provision in each third party agreement related to the Award.

24. **DISTRACTED DRIVING.** *Distracted Driving, Including Text Messaging While Driving.* The Recipient agrees to comply with:

1. Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
2. U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and the following U.S. DOT Special Provision pertaining to Distracted Driving:
 - a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award.
 - b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third-party agreements and encourage its Third-Party Participants to comply with this Special Provision and include this Special Provision in each third-party sub agreement at each tier supported with federal assistance.

25. **ADA ACCESS.** If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with 42 U.S.C. Sections 12101 et seq.: DOT regulations, “Transportation Services for individuals with Disabilities (ADA),” 49 CFR Part 37; 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49CFR Part 37 the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), which include accessibility guidelines for buildings and facilities.

DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments and will certify compliance to the extent required by the regulations. ADA and ABA Accessibility Guidelines for Building and Facilities: <http://www.access-board.gov/guidelines-andstandards>

26. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;

- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

End of Section 10

FTA CERTIFICATIONS

**EACH CERTIFICATION PROVIDES
INSTRUCTION DESCRIBING WHEN
THE CERTIFICATION IS APPLICABLE**

**INAPPLICABLE FTA CERTIFICATIONS
MAY BE LEFT BLANK**

**OFFERS THAT DO NOT INCLUDE
COMPLETED CERTIFICATIONS,
IF APPLICABLE,
WILL BE REJECTED AS NONRESPONSIVE**

EXHIBITS

Exhibit #	Description
1.	Primary Contractor Certification Regarding Disbarment
2.	Tax Liability Certification
3.	Certification of Drug-Free Workplace
4.	Certification Regarding Lobbying
5.	Cost Proposal Form
6.	DBE Letter of Intent
7.	DBE Utilization Statement
8.	DBE Participation Schedule
9.	DBE Evidence of Good Faith Checklist and Form
10.	DBE Monthly Utilization Report
11.	DBE Final Utilization Report

EXHIBIT 1

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

- The Proposer certifies that the Proposer and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
 2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
 4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR -

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 2

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as non-responsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 3

CERTIFICATION OF DRUG-FREE WORK PLACE

The following certification is required for contracts, which exceed \$25,000.

I certify that I am a principal and duly authorized representative of

_____ whose address is

_____, and it is also certified

that:

- a) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating, to the “Drug-Free Workplace Act” have been complied with in full; and
- b) A drug-free Workplace will be provided for the consultant’s employees during the performance of the contract; and
- c) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free Workplace. The Consultant shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free Workplace will be provided for the subcontractor’s employees during he performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3”; and
- d) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance of marijuana during the performance of the contract.

SIGNATURE: _____

TITLE: _____

FIRM: _____

DATE: _____

EXHIBIT 4

LOBBYING CERTIFICATION

This certification does not apply to contracts and subcontracts under \$100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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 influencing or attempting to influence 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 Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers 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 section 1352, title 31, U.S. Code. 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.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

EXHIBIT 5

**RFP 25-125 Transit Operations and Maintenance Services
COST PROPOSAL**

Please enclose this page in a separate sealed envelope

DESCRIPTION	FIXED COST PER YEAR	COST PER REVENUE HOUR
Fixed Route		
Paratransit		
Rural Transit		
Total		

DESCRIPTION	FIXED COST PER YEAR	COST PER CLIENT
Recertification		

Company Name _____

Authorized Signature: _____

Print Name: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____



Exhibit 6

Project Name: _____ **Bid Number:** _____

LETTER OF INTENT
Disadvantaged Business Enterprise (DBE)
(This page shall be submitted for each DBE firm)

Bidder/Offeror: Name: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Firm: DBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Contact Person: Name: _____ Phone: () _____

DBE Certifying Agency: _____ Expiration Date: _____
Each DBE firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The Bidder/Offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ _____ Percent of total contract: _____%

AFFIRMATION:

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: _____
(Signature) *(Title)*

*** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*



EXHIBIT 7

Project Name: _____

Bid Number: _____

UTILIZATION STATEMENT Disadvantaged Business Enterprise (DBE)

The DBE goal for this project is 2.87%.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- The bidder/offeror is committed to the minimum of 2.87% DBE utilization on this contract
- The bidder/offeror, while unable to meet the DBE contract goal of 2.87%, hereby commits to a minimum of _____% DBE utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation by certified DBE firms.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm or firms identified within the submitted Letter of Intent forms have agreed to perform a commercially useful function (CUF) for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner and the Federal Highway Administration.

Bidder's/Offeror's Firm Name

Signature

Date

DBE UTILIZATION SUMMARY

<u>Percentage</u>	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

EXHIBIT 8

SCHEDULE OF DBE PARTICIPATION

(To be submitted with an executed Letter of Intent from each DBE firm listed on this form. Attach additional sheets if necessary)

CONTRACT #:	CONTRACT AMOUNT:	DATE FORM SUBMITTED:			
PROJECT NAME:		PROJECT START DATE:			
PRIME CONTRACTOR:		ADDRESS:			
CONTACT PERSON:		TELEPHONE #:	AX # ()	

DBE Subcontractor	Contact Name Address and Phone Number	Description of Work	Estimated DBE Utilization %	Estimated Sub- Contract Amount	Gender		Ethnic Category							
					F	M	B	H	NA	AP	S-AP	O		
			%	\$										
			%	\$										
			%	\$										
			%	\$										
			%	\$										
TOTAL ESTIMATED DBE UTILIZATION PERCENTAGE (%)			%		DO NOT WRITE									
TOTAL ESTIMATED DOLLAR DBE PARTICIPATION (\$)				\$		DO NOT WRITE								

I hereby certify that the above is a true reflection of proposed DBE subcontractors, and that said firms shall be contracted to work on the trades specified and/or supply materials and/or equipment for this project. I have included a properly executed Letter of Intent for each DBE firm mentioned in this schedule with our response.

<i>Prime Authorization Signature:</i>	<i>Title:</i>	<i>Date:</i>
---------------------------------------	---------------	--------------

Note: The information provided herein is subject to verification by Augusta, Georgia's DBE Coordinator.



EXHIBIT 9

EVIDENCE OF GOOD FAITH EFFORTS

- A. A report of all proposals received from a joint venture of DBE firms. The report shall indicate the action taken by the bidder/offeree in response to the submitted proposals that have been rejected, and the reason for rejection shall be indicated.
- B. Documentation of efforts to enter into agreements with DBE firms for contracted work and efforts to arrange for a joint venture, partnership or other business relationship with DBEs.
- C. Documented contact with DBE firms, associations, or business development organizations which disseminate information to DBE firms.
- D. A copy of letters sent to groups in relevant market sectors notifying them of the bidder's/offeree's intent to submit a proposal to AUGUSTA, GEORGIA.
- E. Description of assistance provided by the bidder to DBE firms:
 - a. Review of Request for Proposal or other documents issued by AUGUSTA, GEORGIA.
 - b. Review of the Scope of Work to be performed.
 - c. Efforts to assist interested DBEs with bonding, insurance, lines of credit as required by the bidder/offeree.
- F. Documentation of any other effort(s) undertaken by the bidder to encourage the participation of DBE firms.
- G. Overall operation of the bidder/offeree may be considered in evaluating the Evidence of Good Faith Efforts of the bidder/offeree to comply with the goals and intent of the disadvantaged business enterprise goals for AUGUSTA, GEORGIA.
- H. Any other documentation to demonstrate Evidence of Good Faith Efforts to satisfy the objectives outlined above.

ASSISTANCE

You may contact the DBE Liaison Officer for assistance with completing any DBE form or document. You may also contact the DBE Liaison Officer for assistance in identifying available, capable, and willing DBE firms.

CONTACT US

Compliance Department
535 Telfair Street, Suite 530
706-821-2406
www.augustaga.gov



EVIDENCE OF GOOD FAITH EFFORTS

This completed form should be furnished to AUGUSTA, GEORGIA

CURRENT DATE: _____ / _____ / _____

RFP/RFQ/P.O./Bid/Solicitation/Other: _____

PROJECT DESCRIPTION: _____

BIDDER/OFFERER (FIRM): _____

CONTACT PERSON: _____ TELEPHONE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ EMAIL: _____

To determine whether a bidder/offerer has demonstrated good faith efforts to reach the DBE utilization goal(s) on the above-referenced project, AUGUSTA, GEORGIA will consider, AT A MINIMUM, EVIDENCE OF GOOD FAITH EFFORTS as described in the table below. *All Supporting documentation and evidence of Good Faith Efforts must be clearly labeled and submitted with this form.*

YES <input type="checkbox"/>	NO <input type="checkbox"/>	EVIDENCE OF GOOD FAITH EFFORTS
		PRE-BID MEETING(S): The bidder/offerer attended all pre-bid meetings scheduled by AUGUSTA, GEORGIA to inform DBEs of contracting and subcontracting opportunities.
		ADVERTISEMENT: The bidder/offerer advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		WRITTEN NOTICE(S): The bidder/offerer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		INFORMATION: The bidder/offerer provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		DBE LIST(S): The bidder/offerer utilized the GDOT list of certified DBE firms found on the GDOT website.
		CONTRACT RECORDS: The bidder/offerer has maintained the following records for each DBE that has bid on the subcontracting opportunity: <ol style="list-style-type: none"> 1. Name, address, and telephone number 2. A description of information provided by the bidder/offerer or subcontractor & 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.
		COMMUNITY RESOURCES: The bidder/offerer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		SMALL CONTRACT(S): The bidder/offerer selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation).
		GOOD FAITH NEGOTIATIONS: The bidder/offerer negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.
		FOLLOW-UP: The bidder/offerer followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.

GOOD FAITH EFFORTS

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Failure to complete this form, in its entirety with supporting documentation, will result in the bid being considered non-responsive to bid or proposal specification.

If you have failed to secure DBE participation and you have subcontracting and/or supplier opportunities or if your participation is less than the DBE Goal, you **must complete this form.**

Name of DBE Subcontractor/Supplier	Address	Phone	Email	Person Contacted	Date Contacted	Scope of Work Solicited	Method of Communication

Bidder/Proponent's

Project Name

Signature

Date

Project Goal

DBE MONTHLY UTILIZATION REPORT

EXHIBIT 10

Report No. _____

CONTRACT #:	CONTRACT AMOUNT: \$	DATE FORM SUBMITTED:
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:	PERIOD ENDING:	
CONTACT PERSON:	TELEPHONE #:	FAX #

SUBCONTRACTING INFORMATION

DBE Subcontractor	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category					
						M	F	B	H	A	NA	W	

All payments made to DBE subcontractors must be reported on this form.

TO BE SUBMITTED **BY THE 15TH OF EACH MONTH** TO AUGUSTA, GEORGIA'S CONTRACT REPRESENTATIVE AND THE DBE LIAISON yjackson@augustaga.gov

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge.

Prime Authorization Signature:	Title:	Date:
<i>This section for Compliance Department Only</i>		
Approved <input type="checkbox"/>	Rejected <input type="checkbox"/>	Reason for rejection:
DBE Authorized Signature:	Title: DBE Coordinator	Date:

Note: The information provided herein is subject to verification by Augusta, Georgia's DBE Liaison.

FINAL DBE UTILIZATION REPORT

EXHIBIT 11

(To be submitted with the final invoice)

CONTRACT #:	CONTRACT AMOUNT:	DATE FORM SUBMITTED:
-------------	------------------	----------------------

PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:	PERIOD ENDING:	
CONTACT PERSON:	TELEPHONE #:	FAX # ()

SUBCONTRACTING INFORMATION

DBE Subcontractor	Description of Work		Original Amount (Agreed to Price)	Final Subcontract Amount	Total Amount Paid	Gender		Ethnic Category					
						M	F	B	H	A	NA	W	
TOTALS:													

All payments made to DBE subcontractors must be reported on this form.

TO BE SUBMITTED BY THE 15TH OF THE MONTH FOLLOWING THE COMPLETION OF ALL WORK PERFORMED BY APPROVED DBEs TO AUGUSTA, GEORGIA'S CONTRACT REPRESENTATIVE AND THE DBE LIAISON yjackson@augustaga.gov

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge.

Prime Authorization Signature:	Title:	Date:
<i>This section for Compliance Department Only</i>		
Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Reason for rejection:		
DBE Authorized Signature:	Title: DBE Coordinator	Date:

Note: The information provided herein is subject to verification by Augusta, Georgia

List of Appendices

The following attachments are included on a thumb drive, together with this document, will serve as a basis for your proposal:

Appendix #	Description
1.	Augusta Transit Fixed Routes Schedules & Maps
2.	Additional Fixed Route Information
3.	Vehicle Inventory & Bus Replacement Schedule
4.	Useful Life Benchmarks Georgia Department of Transportation (2023)
5.	Transit Facilities and Maps
6.	Fuel Purchased 2024
7.	Scheduled Revenue Hours and Miles
8.	Revenue Vehicle Onboard Technology
9.	Fuel & Maintenance Costs Per Mile
10.	Vehicle Job History and Work Orders
11.	Down Report Example
12.	Sample Contract

NO RESPONSE LETTER

please submit by response due date

RFP #25-125	Transit Operations and Maintenance Services	Due: Monday, June 2, 2025 @ 11:00 a.m.
-------------	---	---

To: **Augusta, Georgia - Procurement Department**

This is to certify that _____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

Unavailability of required resources

Prior commitments

Inadequate anticipated funding Level

Project Duration

Potential conflict of interest

Duplication of ongoing effort

Other (please explain)

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: ____/____/20____