REQUEST FOR PROPOSALS
FOR
Third Party Public Transit Providers
Southwest Georgia Regional Transit
http://www.swgrc.org

RFP NUMBER 1-0518

Released on May 23, 2018
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Section A:
SCOPE OF SERVICES AND REQUIREMENTS

1. PROJECT SUMMARY

Southwest Georgia Regional Commission (SWGRC) is requesting proposals for a Third Party Operator (aka “Transit Provider) to provide public and contracted transportation services for residents, human service agencies, and other interested parties within a thirteen county service area (region). For purposes of this RFP, the county areas are divided into three multi-county sub-regions and will be awarded by sub-region. The sub-regions are as follows:

Sub-region 1: Dougherty, Lee, Colquitt, Counties and the Cities of Sylvester and Dawson;
Sub-region 2: Early, Miller, Mitchell, Baker Counties and the City of Arlington;
Sub-region 3: Decatur, Seminole and Grady Counties.

Each proposer must submit a separate cost proposal for each sub-region in which they are interested in providing service. Each proposer must submit a cost proposal for a minimum of two sub-regions and label their first and second priority. A proposer may bid on all three sub-regions.

The Section 5311 Rural Public Transportation Program is funded by the Georgia Department of Transportation (GDOT) and the Human Service Consumer Transportation Program is funded by the Georgia Department of Human Services (DHS). The objective of this procurement is to obtain the services of a qualified Transit Provider with the demonstrated knowledge, experience, competence, financial stability, resources, and familiarity with transit services designed to serve the public and the DHS human service agency consumers. More information regarding Southwest Georgia Regional Commission Transit can be accessed on the SWGRC’s website at http://www.swgrc.org/regional-transit/request-for-proposal-rfp/.

Project Detail:

Recipient Name: Southwest Georgia Regional Commission
Recipient Address: 181 E Broad Street, Camilla, GA 31730
DUNS: 938262636
Contract Type: Cost Reimbursable Contract with DHS services paid at a fixed fee per trip
Contact: Suzanne Angell, Deputy Director
Email: sangell@swgrc.org
Phone: (229) 522-3552, ext. 1603
Fax: (229) 522-3558

Southwest Georgia Regional Commission seeks to obtain the most qualified, cost-effective, efficient, and affordable transportation services from a transit provider who will operate with a maximum level of coordination/consolidation with other transportation providers and/or systems operating within a thirteen county area.
Sealed Proposals must be received no later than 4:00 P.M. Eastern Standard Time on Friday, June 22, 2018. A total of five (5) copies of the completed proposal shall be mailed or hand-delivered to:

Southwest Georgia Regional Commission
Attn: Deputy Director
P. O. Box 346,
181 E. Broad Street
Camilla, GA 31730

The Southwest Georgia Regional Commission reserves the right to reject or accept any and all proposals received as a result of this request, to negotiate with any source the RC deems to be qualified, or to cancel in part or its entirety, if it is in the best interest of the entire area serviced. In addition, the Regional Council reserves the right to cancel this solicitation if it is determined to be in the best interest of the citizens of the thirteen county area.

2. SCHEDULE

This request for proposals will be governed by the following schedule:

- May 23, 2018 Release of RFP
- June 4, 2018 (10AM) Proposer’s Conference
- June 8, 2018 Deadline for Written Questions
- June 22, 2018 (4PM) Proposals Due
- June 29, 2018 Notice to Award

3. CONTRACT TERM

The initial contract will be for the period beginning October 1, 2018 through June 30, 2019. The contract will have the option to renew for four (4) additional one (1) year contract periods with a contract end date of June 30 of each year, at the sole discretion of the SWGRC. The final contract period will not extend past June 30, 2023. The annual renewal of the contract shall be based on the availability of funds and successful contract performance the preceding year. Contract award will be acknowledged by the issuance of a Notice to Award. Renewals will be accomplished through the issuance of Contract Amendments. Renewals are contingent upon the completion of renewal criteria, including but not limited to: updated proposal information, cost/budget analysis information, favorable evaluations, and approval for renewal by the Southwest Georgia Regional Commission Council. The contract resulting from this RFP is contingent upon the SWGRC receiving funds from GDOT and the Georgia Department of Human Services.

4. PROJECT STATEMENT OF WORK

A. Objective of the Procurement

The overall objective of this Request for Proposals is to solicit the qualified and professional services of a Transit Provider on a contractual basis. The proposed Transit Provider will be contracted to deliver the following services to include:
- To provide contracted transportation services for all qualified DHS human service agencies located in the region as indicated in this proposal;
- To eliminate the duplication of existing routes by coordinating/consolidating the transportation of social service agency clients and thereby reducing costs;
- To provide cost-effective transportation for those who are without transportation or have depended on more costly means of obtaining transportation;
- Receive and monitor telephone calls from potential passengers, dispatch trips, and offer referral services to outside transportation providers when necessary;
- Provide day to day oversight for the overall transportation system;
- Meet all reporting requirements; and
- Deliver a provision of services in a manner to guarantee a high level of quality assurance.

B. Project Oversight and Staffing

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

C. The SWGRC will:

- Provide overall program administration;
- Provide DHS registered clients;
- Provide assistance with complaint and/or service problem resolution;
- Provide governmental tax exemptions on fuel through the fuel card program;
- Provide seventy-six (76) vehicles as listed in Appendix P.
  (Note: TPO is required to provide 10% of the vehicle cost on any vehicle replacements and/or expansions after award of contract).
- Review and monitor project activity and status reports, including quality, error, and confidentiality.
- Provide oversight of FTA compliance and FTA required deliverables.
- Review and approve project billings for reimbursement, and coordinate payment for services rendered.
- SWGRC may conduct periodical reviews with or without notification. These announced or unannounced reviews may include, but are not limited to, financial monitoring, file review, vehicle inspection; riding randomly selected routes; and interviewing passengers.
- SWGRC may make announced site visits to the Transit Provider to monitor contract compliance and to provide technical assistance to the Transit Provider. Visits will be made with proper notice. A standardized monitoring instrument (Appendix Q) will be used to document the visit and the findings. Site visit activities include:
  - Reviews of Administrative Records (vehicle inspection records, daily mileage and passenger trip logs, training records, driver certification records, operating revenue and expense accounts, and other contract related files)
  - Vehicle Inspections
  - Interviews of passengers, transit staff, and human service programs
  - Evaluation of Routes

D. Office Space and Support
D. Office Space and Support

Southwest Georgia Regional Commission will not provide office space and telephone service for the successful Transit Provider's assigned staff. The successful Transit Provider shall maintain an office located within or near the region served. The successful Transit Provider shall maintain a local or toll-free telephone number for the convenience of passengers and human service providers.

E. Detailed Services Required

The Transit Provider shall deliver transportation services in accordance with the guidelines and policies set forth by the Federal Transit Authority (FTA), the GDOT Section 5311 Public Transportation Administrative Guide, the DHS Transportation Manual and in accordance with the requirements of this RFP. All manuals and policies pertaining to applicable FTA regulations, the GDOT Section 5311 Public Transportation Program and the DHS Transportation Program hereby become a part of this RFP. These documents may be accessed on the SWGRC website (http://www.swgrc.org/regional-transit/request-for-proposal-rfp/). In any circumstance whereas this RFP and the GDOT Section 5311 Public Transportation Program Guide and/or the DHS Transportation Manual has conflicting information, the federal and state issued mandates will supersede the information in this RFP. Updates to these policies and manuals will be distributed to the successful Transit Provider, which may hereby update the information contained in this Request for Proposals. The successful Transit Provider will appoint an experienced Project Manager who will oversee the implementation and on-going deliverance of public transportation services.

The Project Manager will:

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

- The Transit Provider is responsible for managing and supervising all staff necessary to administer, operate, expand, and maintain the 5311 Public Transportation System.

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

**F. Subcontractors and Agreements**

The Transit Provider may **not** use subcontractors unless approved in advance by SWGRC. Southwest Georgia Regional Commission reserves the right to approve, in advance, all subcontractors and subcontract terms. The work of these subcontractors is the sole responsibility of the selected Transit Provider.

**5. MANDATORY PROJECT SPECIFICATIONS**

**A. The following performance standards will be periodically evaluated and may be revised, based on program experience.**

Performance standards that will be measured and assessed shall include:

- Delivery of transportation services in a timely manner and by the standards discussed in this RFP;
- Reporting requirements;
- Driver requirements;
- Immigration compliance;
- Drug & Alcohol compliance;
- Training requirements;
- Vehicle requirements, including insurance and maintenance requirements; and
- Meeting all specifications as specified in FTA regulations and as outlined in the manuals of the GDOT Section 5311 Public Transportation Program Administrative Guide and the DHS Transportation Manual.

**B. The Transit Provider must provide the following types of transportation services and meet the required performance criteria:**

- Demand-response or route deviation service. Demand-response is a type of service where individual passengers can request door-to-door or curb-to-curb transportation from a specific location to another specific location at a certain time. Route deviation service operates along a public way on a fixed-route, but may deviate from the route occasionally in order to take a passenger to a destination or pick one up from an origin, after which it returns to the
b. **Contract and subscription service.** Subscription service is a type of demand response service in which routes and schedules are pre-arranged to meet the travel needs of riders who sign up for the service in advance. Often these riders are clients of human service agencies, who contract with the transportation operator to provide the service on behalf of the agency.

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

c. **Performance Evaluation Criteria**

1. The service shall compliment and not duplicate other transportation services.
2. Monthly ridership must, on the average, meet five hundred (500) passenger trips per vehicle; or vehicle utilization must exceed one hundred-twenty (120) hours per month per vehicle; or travel 1,000 vehicle miles.

C. **Days and Hours of Service**

a. Public Transportation Services - The Transit Provider shall make transportation services available fourteen (14) hours-per-day, five (5) days per week. Service hours will be between the hours of 6:00 AM and 8:00 PM, Monday through Friday; however, the successful Transit Provider may be required to provide scheduled trips beyond these core hours as demand warrants to meet the needs of the passengers on the AM or PM routes. Certain contracted trips may require after hour or weekend services.

b. Acknowledgement of Requests for Services – The Transit Provider will respond to telephone calls and fax messages from 8:00 AM to 5:00 PM, Monday through Friday.

c. Business functions may be closed for general holidays as observed by Southwest Georgia Regional Commission, or as otherwise mutually agreed upon by the Transit Provider and Southwest Georgia Regional Commission. However, transportation needs, if any, must be met by the successful Transit Provider on scheduled holidays.

d. GDOT Section 5311 Rural Public Transportation Services – The Provider(s) shall accept reservations for demand-response service between 8:00 a.m. and 5:00 p.m., Monday through Friday. Reservations should be made at a minimum of twenty-four (24) hours in advance of the trip. The dispatcher shall maintain a demand-response reservation log, recording the name, address, and telephone number of the caller and the requested pick-up times and locations for trip origination and all destinations. If the trip can be accommodated, the dispatcher will make the reservation, record the method of payment and type of trip. If this trip cannot be accommodated, the dispatcher shall note this on the demand-response log as designed by Provider(s) and approved by Southwest Georgia Regional Commission.

D. **No Shows**

a. A passenger who is not at the appointed pick-up location at the scheduled time and who has not informed the Transit Provider in advance that he/she would be absent is considered a no-show. The driver must wait five (5) minutes after the appointed pick-up time before a
passenger is considered a no-show.

b. When a passenger is a no-show, their return trip (if one is ordered) is automatically cancelled. The passenger or the ordering organization must contact the Transit Provider to request the return trip if it is needed.

c. After three (3) consecutive no-shows, the Transit Provider does not attempt to transport the passenger again for thirty (30) days.

E. Transportation Service Delivery

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

a. Individuals that are being transported that require high levels of supervision shall not be left at destination points without the supervision of an adult. In the event that no adult is present at the point of destination or alternate destination listed to receive such a passenger, the driver will contact the dispatcher, and begin efforts to locate the passenger’s emergency contact.

b. The Transit Provider shall maintain passenger confidentiality at all times.

c. The Transit Provider shall inform Southwest Georgia Regional Commission of any difficulties experienced in transporting a passenger, whether related to safety, behavior, or other reason.

d. Parents or guardians will be required to provide child safety seats for the safe transport of children.

e. The Transit Provider shall summarize the daily logs maintained by drivers and report requested information to the SWGRC monthly or quarterly as agreed upon by Southwest Georgia Regional Commission and the Transit Provider.

f. Public demand response passengers will pay a cash farebox rate upon pick-up and subscription passengers will not be charged unless specifically authorized in writing or unless otherwise specified in this RFP. The SWGRC currently has an established cash farebox rate of $3.00 per trip 0-10 miles, in county, $5.00 per trip over 10 miles, in county and $5.00 + $.50 per mile over 10 miles, outside of county. 50% discounts are provided to senior citizens and frequent riders. These rates are subject to change during the course of the contract.

g. The Transit Provider will provide sufficient resources (offices, equipment, staff, and drivers) to provide services under this RFP.

h. The Transit Provider will use all software applications as required by GDOT and DHS.

i. The Transit Provider must meet registration requirements of the Georgia Public Service Commission to provide transportation services, and maintain an active valid registration throughout the term of the contract (if applicable).

F. Pick Up and Delivery Standards

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

a. The Transit Provider being on time shall be a standard practice. The vehicles must be on time for pick-up and delivery, unless there are extenuating circumstances beyond the Transit Provider’s or driver’s control. **A 95% on-time performance rate is required.** A 20-minute pick-up and delivery window period will be allowed (10 minutes before pick up time and 10 minutes past pick up time). Notification must be given by the Transit Provider to the passenger in the event of unavoidable delays.

b. The driver may arrive up to ten (10) minutes before the scheduled pick-up time; however, a passenger shall not be required to board the vehicle before the scheduled pick-up time for return trips. The Transit Provider is not required to wait more than five (5) minutes after the scheduled pick-up time.

c. The Transit Provider must ensure that passengers are transported to and from appointments on time.

d. The Transit Provider must ensure that no passenger served under this RFP is forced to remain in the vehicle more than forty-five (45) minutes longer than the average travel time for direct transport from point of pick-up to destination.

e. Late arrival by more than 20 minutes will be reported to the dispatcher for the purpose of notifying the passenger of the late arrival. The Transit Provider must advise scheduled riders of alternate pick up arrangements, as required, when late arrivals will occur within a given route.

f. The Transit Provider will monitor trips to ensure that passengers are picked-up and delivered timely.

G. Denial of Service

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

a. Exhibits uncooperative behavior or misuses/abuses the transportation services; or

b. Repeatedly is not ready to board the transport five (5) minutes after the scheduled pick-up time.

c. If certain behavior or actions are serious enough to require immediate assistance or intervention by police or other authorities, transportation service is immediately suspended pending a review of the incident. In these situations, the Transit Provider will submit an incident report to SWGRC.

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

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

I. Driver Requirements

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

a. All drivers must be legally licensed in the State of Georgia, be at least 21 years of age and have a minimum of 3 years driving experience.

b. No driver or attendant shall use alcohol, narcotics, illegal drugs or drugs that impair ability to perform while on duty and no driver shall abuse alcohol or drugs at any time.

c. The drivers must accept all individually authorized trip requests relayed to him/her by the dispatcher. There shall be no right of refusal, given vehicle availability (except the passenger maximum load factor) or any consideration other than verifiable catastrophic mechanical failure of the vehicles in the fleet.

d. Drivers shall offer assistance to passengers as needed to board and depart from the vehicles, secure all wheelchairs, and assure that all passengers buckle their seat belts.

e. Drivers shall confirm, prior to vehicle departure that the passengers are safely inside their destination.

f. For those passengers that require adult supervision, drivers will assure, prior to vehicle departure, that passengers have adult supervision.

g. Drivers shall not smoke, eat, drink, or use personal mobile phones inside the transit vehicles. Transit Provider shall enforce a rule of no smoking, eating, and drinking in the vehicles.

h. Drivers shall maintain daily records of mileage, time, type and number of trips, passenger types, and other data as required by Southwest Georgia Regional Commission, GDOT and DHS.

i. Drivers and the Transit Provider are prohibited from political, religious and financial solicitation.

j. The Transit Provider who contracts with the Southwest Georgia Regional Commission for transit services and their employees are prohibited from soliciting or accepting any tips or other forms of gratuity from consumers receiving transportation services.

J. Driver Qualifications

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

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

Volunteers are prohibited from driving state-owned vehicles.

All drivers must meet the following minimum qualifications:

a. Must be legally licensed. All drivers must possess a valid driver’s license with the class of license appropriate to the vehicle to be operated. In accordance with the Department of Driver Services (DDS), new Georgia residents are required to obtain a Georgia license within 30 days of establishing residence. For drivers with out-of-state licenses, similar rules will apply, and will be evaluated on a case-by-case basis.

b. Must be at least 21 years of age and have a minimum of 3 years driving experience to provide consumer transportation.

c. Must have a Commercial Driver's License (CDL) if they operate a vehicle that falls into one of the following three classes:
   - If the vehicle has a gross vehicle weight rating of 26,001 or more pounds or such lesser rating as determined by federal regulation;
   - If the vehicle is designed to transport 16 or more passengers, including the driver; or,
   - If the vehicle is transporting hazardous materials and is required to be placarded in accordance with the Motor Carrier Safety Rules prescribed by the United States Department of Transportation, Title 49 C.F.R. Part 172, subpart F.

d. Must not have six (6) or more points against their driver’s license or a suspended or revoked driver’s license within the last five (5) years, for violations as indicated by the Georgia Department of Driver’s Services (DDS). Provider(s) are strongly advised to refer to the DDS website for a comprehensive listing of violations, and associated points and use this information as a guide when interviewing/screening potential drivers.

e. The Transit Provider must immediately notify Southwest Georgia Regional Commission when any driver convicted of driving under the influence (DUI).
   - No driver who is convicted of a DUI, while employed by the Transit Provider shall be authorized to operate a Southwest Georgia Regional Transit vehicle.
   - No new drivers shall be employed through the Southwest Georgia Regional Transit program if they have been convicted of a DUI within five (5) years.

f. Must not have any prior convictions for a sexual crime or a crime of violence. Any person convicted of a felony during the past five (5) years will drive only after satisfactory review by Southwest Georgia Regional Commission, DHS and/or GDOT.
Drivers are required to have a national criminal history records checks in accordance with state regulations.

The Transit Provider shall not utilize drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of consumers. If the Transit Provider suspects a driver to be driving under the influence of alcohol, narcotics, or drugs/medications that would endanger the safety of consumers, the Transit Provider shall immediately remove the driver from providing transportation services to consumers.

Individuals who currently or within the last three (3) years have had their licenses suspended or revoked, commercial or otherwise, are prohibited from driving for any purpose as established in this proposed RFP.

The driver shall have the ability to read, write, and comprehend; have the ability to physically assist in loading and unloading of elderly and disabled passengers; have an excellent driving record; be in good physical health; have the ability to deal effectively with the elderly, disabled and general public; have the ability to count money and make correct change, accordingly; have the ability to arrive at work on time; and have a favorable job history and satisfactory references.

A Driver Qualification File must be established on all drivers. The contents should consist of a copy of their current drivers license; Motor Vehicle Report (MVR); training certificates (CPR, First Aid, Defensive Driving Training, Consumer Service, Courtesy and Sensitivity Awareness Training, Mobility Aid and Wheelchair Securement Training); documentation of any accidents or complaints; evidence of drug testing and criminal background checks. Verification of compliance with the E-Verify program is also required for all employees. The file must be maintained by the organization operating the vehicle. The file is subject to review by Southwest Georgia Regional Commission, GDOT or DHS at any time.

**K. Driver, Attendant and Service Personnel Training**

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

a. All drivers must successfully complete a Defensive Driver Training Course, Consumer Service, Courtesy and Sensitivity Awareness Training, Mobility Aid and Wheelchair Securement Training, and First Aid and CPR.

b. The Transit Provider shall ensure that dispatcher training includes, at a minimum, the following: use of dispatching equipment; grouping of trips for more effective utilization of vehicles and resources; record processing and keeping; knowledge of special needs of human service provider consumers and be familiar with passenger confidentiality requirements.

c. Service personnel, including drivers and dispatchers, must be provided with orientation and understanding of all aspects of the transportation service operations.

d. As a condition of GDOT funding, Transit Provider must establish an approved GDOT approved drug and alcohol testing program, and must adopt and comply with the SWGRC drug and alcohol policy established in compliance with 49 CFR 653 and 654. The policy will reflect zero-tolerance procedures and follow-up testing under specific circumstances. The
GDOT guidelines mandate four types of testing:

(1) Pre-Employment
(2) Random
(3) Reasonable Suspicion
(4) Post Accident

L. Use of any GDOT Vehicles

The successful Transit Provider will utilize GDOT authorized vehicles for the Section 5311 Public Transportation Program.

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

Vehicles operated under the program are eligible for replacement under the following circumstances:

Criteria for Replacement of Vehicles:

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

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

M. Vehicle Maintenance Requirements

Vehicles must be maintained in good working order. The Transit Provider will be required, at a minimum, to follow the manufacturer’s recommended maintenance schedule for Section 5311-funded property—including vehicles, wheelchair lifts, and other accessibility equipment. The Transit Provider must have a GDOT approved maintenance policy and plan with goals and objectives, and implement the planned program. The condition of vehicles, including accessibility equipment, will be monitored through GDOT vehicle inspections conducted by the District Public Transportation Coordinators each year.

N. General Vehicle Requirements

All vehicles must meet the following requirements during the contract period:
1) The Transit Provider must provide and use a two-way communication system linking vehicles with the dispatch function. The communication system shall be used in such a manner as to facilitate communication and to minimize the time in which out-of-service vehicles can be replaced or repaired. A vehicle with an inoperative communication system must be placed out-of-service until the system is repaired or replaced.

2) The Transit Provider must ensure that all vehicles maintain an adequate heating and air conditioning for drivers and passengers. Any vehicle with a non-functioning climate control system must be placed out-of-service until appropriate corrective action is taken.

3) All vehicles must have functioning, clean, and accessible seat belts for each passenger seat position and shall be stored off the floor when not in use.

4) Each vehicle must utilize child safety seats per Georgia’s Child Passenger Safety Law(O.C.G.A. 40-8-76).

5) Each vehicle shall have at least two (2) seat belt extensions provided.

6) Additionally, each vehicle shall be equipped with seat belt cutter(s), mounted above the driver’s door, for use in emergency situations.

7) All vehicles must have a functioning speedometer and odometer.

8) All vehicles must have functioning interior light(s).

9) All vehicles must have adequate sidewall padding and ceiling covering.

10) All vehicles must be smooth riding.

11) All vehicles must have two exterior rear view mirrors, one on each side of the vehicle.

12) All vehicles must be equipped with an interior mirror which shall be either clear-view laminated glass or clear-view glass bonded to the back which retains the glass in the event of breakage. This interior mirror shall be for monitoring the passenger compartment.

13) The vehicle’s interior and exterior must be clean and have exteriors free of broken mirrors and windows, excessive grime, rust, chipped paint, or major dents which detract from the overall appearance of the vehicle.

14) The vehicle must have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, and protruding sharp edges and shall be free of dirt, oil, grease or litter.

15) Any items carried and or stored on the vehicle must be properly secured away from passenger pathways. Fire extinguishers, jacks, spare tires, etc. must be properly mounted to avoid movement while the vehicle is in motion.
16) The vehicle floor must be covered with commercial anti-skid, ribbed rubber flooring or carpeting. Ribbing shall not interfere with wheelchair movement between the lift and the wheelchair positions.

17) Each vehicle must have Southwest Georgia Regional Transit name, vehicle number, and phone number prominently displayed within the interior. This information must also be available in written form on each vehicle for distribution to riders upon request.

18) Each vehicle must have the following signs posted in the interior, easily visible from the passenger compartment:
   • “No Smoking, Eating or Drinking”
   • “All Passengers Must Use Seat Belts”
   • Title VI Compliance Notice
   • “I Speak” Language Cards with DHS LEP Client ID

19) Each vehicle must be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires, in accordance with the standards of the National Fire Protection Association’s “NFPA 10” standard for portable fire extinguishers. Portable extinguishers that comply with this standard must meet or exceed either the Fire Test Standard-ANSI/UL 711, Standard for Rating and Fire Testing of Extinguishers or the Fire Performance Standard-ANSI/UL 299, Standard for Dry Chemical Fire Extinguishers. With the exception of sedans, the fire extinguisher must be mounted securely within reach of the driver and visible to passengers for use in emergencies when the driver is incapacitated. In sedans, the extinguisher may be mounted securely in a rear compartment if there is no space for mounting it in the interior of the vehicle.

20) Each vehicle must include a step, or a safe step stool to aid in passenger boarding. The step stool shall be used to minimize ground-to-first-step height, should have four (4) legs with anti-skid tips, sturdy metal with non-skid tread, with a height of 8.25”, a width of 15”, and a depth of 14” or an equally suitable replacement. (Under no circumstances will a milk crate, plastic stool or similar substitute be considered a viable alternative for a step stool. Milk crates, plastic stools or similar substitutes shall not be permitted on any vehicle.) Step-stools must be secured away from aisles and doorways while the vehicle is in motion in order to avoid obstructing the paths of passengers in the event of an emergency evacuation.

21) Each vehicle must have on board three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited and may not be carried onboard.

22) All vehicles must include a vehicle information packet to be stored in the driver compartment, or securely stored in the drivers’ side visor. This packet will include:
   • Vehicle registration
   • Insurance identification cards
   • Accident procedures and forms; and
   • Vehicle Log Book

23) Each vehicle must be provided with a fully equipped first aid kit with a minimum of ten
(10) units available. The kit must include but not be limited to the following items:

- Three sizes of adhesive bandages
- Antiseptic cleansing wipes
- Dressing Pads
- Oval eye pad
- Conforming gauze bandage
- Triangular bandage
- Triple antibiotic
- Sanitizing hand wipes
- Cold Pack
- Cotton-tip applicator
- Latex gloves
- Scissors and tweezers
- Sterile eyewash
- Insect sting relief pads

24) Each vehicle must be provided with a “spill kit” or “biohazard kit” including but not limited to: spill absorbent, two (2) pairs of latex gloves, one (1) face mask with eye shield, one (1) scraper card, one (1) hazardous waste disposal bag, scrub brush, two (2) bio-hands cleaners, one (1) packet solidifier solution and three (3) paper towels.

25) Each vehicle must contain a map of the travel area with sufficient detail to locate pick up points for passengers as well as destinations.

26) Each vehicle and all components must be maintained to comply with or exceed the state and federal, safety and mechanical operating and maintenance standards for the particular vehicle and model.

27) Each vehicle must comply with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations.

28) Each vehicle must remain compliant with Georgia Department of Motor Vehicles licensing requirements, safety standards, PSC and ADA regulations, state and federal requirements for vehicles transporting human service passengers.

O. Vehicle Safety

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

1. General Vehicle Safety

   a) A basic first aid kit with a minimum of 10 units is kept on each vehicle.

   b) Each vehicle must be equipped with a multipurpose dry chemical fire extinguisher for use on Class A, B, and C fires, in accordance with the standards of the National Fire Protection Association’s “NFPA 10” standard for portable fire extinguishers. Portable
extinguishers that comply with this standard must meet or exceed either the Fire Test Standard-ANSI/UL 711, Standard for Rating and Fire Testing of Extinguishers or the Fire Performance Standard-ANSI/UL 299, Standard for Dry Chemical Fire Extinguishers. Extinguisher’s must be mounted and or secured, and they must be inspected annually.

c) Drivers must wear seat belts whenever they operate a motor vehicle. Drivers must ensure that other occupants employ appropriate restraints at all times.

d) Vehicles will be free of hazardous debris or unsecured items and will be operated within the manufacturer’s safe operating standards at all times.

e) The engine is to be turned off, and the key removed whenever the driver leaves the vehicle.

f) Vehicle equipment, such as wheelchair lift attachments, will be secured at all times.

2. Passenger Safety

a) Passengers must wear seat belts whenever the vehicle is being operated.

b) Passenger occupancy will not exceed the vehicle manufacturer’s approved seating capacity.

c) Vehicles will be parked or stopped so that passengers will not be forced to cross streets.

d) An approved child safety seat or other specially adapted seating appropriate to the age and size of the child must be used when transporting children.

P. Vehicle Insurance and Liability Insurance Coverage

Unless otherwise specifically required, the Transit Provider must maintain insurance on the transit vehicles that meets the following criteria:

**Business Auto Policy**—Coverage must be afforded under an occurrence form policy, including coverage for all Owned vehicles and Non-Owned or Hired vehicles, with an additional Named Insured Endorsement in favor of the Southwest Georgia Regional Commission for a combined single limit (Bodily injury/Property Damage); personal injury protection-statutory limits; $500,000 uninsured/underinsured motorist; $1,000,000/per occurrence / $3,000,000 aggregate.

Q. Other coverage

The Transit Provider will maintain the following coverages:

**Commercial General Liability**—Coverage must be affordable under an occurrence form policy, including Premise Operations, Independent Contractors Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the Southwest Georgia Regional Commission in limits not less than $2,000,000/general aggregate; $2,000,000/products-completed operations (aggregate); $1,000,000/personal injury-advertising liability; $1,000,000/each occurrence; $50,000/fire damage
legal; $5,000 medical payments. Insurance limits are subject to change at the direction of GDOT or DHS.

**Malpractice/Professional Liability Policy** – Claims based with EDP, Errors and Omissions Coverage - $1,000,000 per occurrence / $3,000,000 aggregate.

**Worker’s Compensation**—Coverage to apply for all employees for STATUTORY limits in compliance with applicable state and federal laws; If any operations are to be undertaken on or about navigable waters, coverage must be include for the USA Longshoremen & Harbor Workers Act and Jones Act; In addition, the policy must include EMPLOYERS LIABILITY for limits of $1,000,000/each accident; $500,000/disease- each employee.

For contractors operating privately owned vehicles, all policies must be issued by an insurance company licensed to do business in the State of Georgia with a minimum A.M. Best Rating Services of A- and signed by an authorized agent.

**R. Accident Reporting**

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

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

**S. Complaint Processing**

The Transit Provider shall be responsible for recording and responding to complaints with regards to the delivery of services required under this RFP. This requirement shall incorporate complaints by the passengers, human service providers, or any individual or group who contacts the Transit Provider. An outline of the complaint procedures, which the Transit Provider must follow, is provided as Appendix K.

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

**T. Records Maintenance**

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

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

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

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

U. Invoicing / Payment

**GDOT Invoicing:** The Transit Provider will record all eligible transit expenses on the official GDOT monthly reporting form (Appendix J), along with adequate documentation of all expenses. All expenses must be documented and eligible, FTA compliant expenses. Electronic reporting forms will be supplied by GDOT. Southwest Georgia Regional Commission will compile the expense data, verify the validity of submitted expenditures and submit reimbursement requests, on behalf of the Transit Provider, to GDOT on a monthly basis. Valid, documented and eligible expenses are reimbursed at a rate of 50% of the net operating loss, as calculated by GDOT (this is computed as total expenses reduced by the required 10% farebox and any FTA revenue, multiplied by 50%). Passenger fares (farebox) are collected from the passenger at the time of vehicle loading.

The Contractor agrees to promptly pay each subcontractor (and extends to any second-tier contract) under their FTA funded contract for satisfactory performance of its contract no later than ten (10) days from receipt of each payment the prime contractor receives from THE GEORGIA DEPARTMENT OF TRANSPORTATION’S FTA funded transit program. Any disputes that arise regarding payment to any subcontractor after the satisfactory completion of work may be brought to the attention of the GDOT TRANSIT PROGRAM, who will make a determination whether there was good cause. Any delay of payment from the above-referenced time frame may occur only for good cause following written approval from the GDOT FTA funded transit program. Failure by the prime contractor to carry out the requirements of the Prompt Payment without just cause, is a material breach of their contract with the Georgia Department of Transportation and may result in the GDOT FTA funded transit program withholding payment from the prime contractor until all delinquent payments have been made (no interest will be paid for the period that payment was withheld, when applicable), termination of this contract, or other such remedy as the GDOT FTA funded transit program deems appropriate. Additionally, contractors are discouraged from withholding retainage from subcontractors, but if done, any retainage payments should be made within 30 days of satisfactory completion.

**Projected Public Trips for FY19:**

<table>
<thead>
<tr>
<th>Sub-Region #1:</th>
<th>20,000</th>
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</thead>
<tbody>
<tr>
<td>Sub-Region #2:</td>
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</tr>
<tr>
<td>Sub-Region #3:</td>
<td>7,500</td>
</tr>
</tbody>
</table>
**DHS Invoicing:** Rates for DHS services are negotiated between the DHS and SWGRC. DHS provider rates are subsequently established by the RC for each provider. FY19 projected rates and projected human service trip assignments (for the entire thirteen county area) are currently established as shown in the below tables. It is the goal of the RC to pay all providers at a fair “average” rate per DHS trip. DHS invoicing is required to be submitted through the online DHS TRIPS system.

### Projected DHS Core Rates for FY19:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Aging</td>
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<tr>
<td>DBHDD (Mental Health)</td>
<td>$9.80</td>
</tr>
<tr>
<td>Child Support/Addictive Diseases</td>
<td>$13.00</td>
</tr>
<tr>
<td>Department of Family/Children Services</td>
<td>$21.00</td>
</tr>
</tbody>
</table>

### *Projected Human Service Trips for FY19:*

#### Sub-region 1:

<table>
<thead>
<tr>
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<th>Trips</th>
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</thead>
<tbody>
<tr>
<td>Aging</td>
<td>19,000</td>
</tr>
<tr>
<td>DBHDD (Mental Health)</td>
<td>70,000</td>
</tr>
<tr>
<td>Child Support &amp; Addictive Diseases</td>
<td>20</td>
</tr>
<tr>
<td>Dept of Family &amp; Children Services</td>
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</tr>
</tbody>
</table>

#### Sub-region 2

<table>
<thead>
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<th>Trips</th>
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</thead>
<tbody>
<tr>
<td>Aging</td>
<td>13,000</td>
</tr>
<tr>
<td>DBHDD (Mental Health)</td>
<td>40,000</td>
</tr>
<tr>
<td>Child Support &amp; Addictive Diseases</td>
<td>20</td>
</tr>
<tr>
<td>Dept of Family &amp; Children Services</td>
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</tr>
</tbody>
</table>

#### Sub-region 3

<table>
<thead>
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<th>Service</th>
<th>Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aging</td>
<td>6,000</td>
</tr>
<tr>
<td>DBHDD (Mental Health)</td>
<td>30,000</td>
</tr>
<tr>
<td>Child Support &amp; Addictive Diseases</td>
<td>1,500</td>
</tr>
<tr>
<td>Dept of Family &amp; Children Services</td>
<td>50</td>
</tr>
</tbody>
</table>

*The above projections are based on historical trip numbers in each sub-region. This projection does **not** guarantee the number of actual trips to be provided under this contract.

### V. Reporting

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

1. **Monthly Reports**

   a. A written summary of records of mileage, time, type and number of trips, passenger information, and other data as may be required by GDOT (Rural Transportation Monthly
b. A written summary of trips requested that the Transit Provider could not or failed to accommodate and the purpose for the failure or denial of service.

c. Backup documentation of all expenses requested for reimbursement in a pdf format.

Details of all reports, including report format and transmission methods, will be defined by the Southwest Georgia Regional Commission and adhered to by the Transit Provider. Southwest Georgia Regional Commission reserves the right to request additional ad hoc or periodic reports from the Transit Provider as deemed necessary and appropriate.

Southwest Georgia Regional Commission, DHS and/or GDOT shall monitor the Transit Provider’s performance based on FTA, GDOT and DHS guidelines to be provided in the contract between the two parties. Said monitoring may be conducted by telephone contact, records review, customer satisfaction surveys and other means. Southwest Georgia Regional Commission, DHS and/or GDOT or their official agent may ride on trips to monitor service. Vehicles must be made available to Southwest Georgia Regional Commission, DHS and/or GDOT or its agent for inspection at any time.

W. Procedures for Ordering and Canceling Services

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

a. Ordering Subscription Trips

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

b. Ordering Demand Response Trips

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

c. Canceling Trips

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

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

d. Suspending Trips

After two (2) consecutive no-shows or inadequate cancellation notifications the Transit Provider does not attempt to transport the passenger again for thirty (30) days. Suspension of subscription trips for clients of human service agencies will be governed by the “No Show” policies of those agencies for DHS clients, and by Southwest Georgia Regional Commission for demand response riders.

e. Terminations

Service terminations occur when a subscription or demand response passenger, or their representative, notify the Transit Provider that they will no longer order trips on the system.

If certain behavior or actions are serious enough to require immediate assistance or intervention by police or other authorities, transportation service is immediately suspended pending a review of the incident. In these situations, the Transit Provider will submit an incident report to SWGRC.

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

X. Corrective Action

Throughout the term of the contract, SWGRC will work with the Transit Provider to review the performance measures as prescribed in this RFP. If the Transit Provider is failing to adequately meet these measures, SWGRC will meet with the Transit Provider in an attempt to resolve the issues. If the Transit Provider still fails to perform according to the specified measures, SWGRC may take actions as outlined in this RFP, including but not limited to, the actions described in this section.

In relation to taking corrective actions, the Transit Provider shall:

1. Agree Southwest Georgia Regional Commission, has the authority to determine whether the Transit Provider has met, exceeded, or failed to meet any requirements or standards;

2. Within three (3) business days of the date that SWGRC notifies the Transit Provider in writing that it has failed to meet a requirement or performance standard, submit a corrective action plan to the SWGRC for its review and approval. The corrective action plan shall include:

   a. A description of the problem including the performance standard, if applicable;
b. The reason(s) the problem occurred;

c. A description of what steps will be taken to prevent the problem from recurring;

d. A listing of the organizations or staff functions impacted by the problem’s resolution; and

e. A timeline for implementing the resolutions(s).

3. Implement the corrective action plan within ten (10) business days of receiving SWGRC approval of the plan or longer if so stated in SWGRC’s approval.

Y. Program Modifications

Southwest Georgia Regional Commission reserves the right to amend any contract resulting from this RFP to implement new initiatives or modify or expand any initiatives related to the transportation services or to expand the population served by this program. The parties shall negotiate in good faith to implement any such initiatives proposed by the Southwest Georgia Regional Commission, DHS and/or GDOT. The Transit Provider responsibilities, including staffing, space and reimbursement requirements, are subject to change during the implementation of such initiatives. Southwest Georgia Regional Commission reserves the right to modify the reimbursement due to implementation of modifications.

Z. LETTER OF CREDIT

The Transit Provider agrees, as a condition of the awarded Contract, to provide an irrevocable letter of credit within 30 days of execution of the contract. This letter of credit shall be in an amount equal to ten percent (10%) of the annual contract price, and shall be used to liquidate any damages inflicted by the Transit Provider as a result of audit exceptions, misconduct, gross negligence and/or breach of contract.

The letter of credit shall not relieve the Transit Provider of liabilities: a) in excess of the amount of the letter of credit; AND/OR b) resulting from conduct not covered by the scope of said letter of credit.

AA. AUDITS AND FINANCIAL REPORTING REQUIREMENTS

Transit Provider shall maintain an acceptable accounting system in accordance with Federal and State regulations. Transit Provider may be required to provide for an independent audit at the end of the contract period or at any time as required and requested by SWGRC. The end of year audit also constitutes the final financial report. All required audits shall be performed by a certified or licensed independent auditor.

The Transit Provider understands that failure to comply with the above audit and financial reporting requirements shall be cause for the SWGRC to suspend payments, to terminate this contract, to require a refund of all monies received under this contract, and to prohibit the Transit Provider from receiving funds from any state organization for a period of twelve (12) months from the date of notification by the SWGRC.
1. **PROCESS FOR SUBMITTING PROPOSALS**

   - **Content of Proposal**
     The proposal must be submitted using the format as indicated in (Appendix B)

   - **Preparation of Proposal**
     Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

   - **Packaging of Proposal**
     The proposal must be divided into two sealed packages – a technical proposal and a cost proposal and plainly marked as:

     
     Name of Company
     Technical Proposal or Cost Proposal (as applicable)
     RFP 1
     <Insert Date>

   Package 1 – Technical and General Information
   Package 2 – Cost proposals.

   - **Number of Proposal Copies**
     Please submit an original and five (5) copies of your technical proposal, and an original and five (5) copies of your cost proposal.

   - **Submission of Proposals**
     Please submit proposals to:

     Southwest Georgia Regional Commission
     Attn: Deputy Director
     181 E. Broad Street
     P. O. Box 346
     Camilla, GA 31730

     All proposals must be delivered to the above office no later than **4 PM on June 22, 2018**. Proposals received after the above date and time will not be considered. Faxied or e-mailed proposals will not be accepted.
Inquiries
All inquiries concerning technical information and/or procurement information should be directed, in writing, by email or delivered by US Postal Service to: Inquiries will not be verbally responded to.

Suzanne Angell, Deputy Director
sangell@swgrc.org
P.O Box 346
Camilla, GA 31730

Rejection of Proposals
Southwest Georgia Regional Commission reserves the right to reject any or all proposals and to accept or reject any item or combination of items, when to do so would be to the advantage of Southwest Georgia Regional Commission, the state or its taxpayers. It is also within the right of Southwest Georgia Regional Commission to reject proposals that do not contain all elements and information requested in this document. Southwest Georgia Regional Commission shall not be liable for any losses incurred by the proposers throughout this process.

2. EVALUATION CRITERIA
The evaluation of proposals received on time will be conducted in the following four (4) phases:

Administrative Review
The proposals will be reviewed for the following administrative requirements:
(a) Separately sealed technical proposal and cost proposal
(b) Only technical information is included in the technical proposal
(c) All documents requiring a signature have been signed

Requirements Review
The proposals that pass the administrative review will be reviewed for completeness to ensure that all mandatory requirements are addressed satisfactorily in Appendix A.

Technical Review
Example of Cost/Technical Weighting Distribution:
The proposals that pass the requirements review will be reviewed for quality and completeness and can receive a maximum of 600 points. The following listing provides you with the maximum points available for each factor in the evaluation:

(a) Factor 1 – Company Background, Organization and Experience – 180 points
(b) Factor 2 – References – 42 points
(c) Factor 3 – Statement of Work – 258 Points
(d) Factor 4 – Interview Process – 60 Points (optional)
(e) Factor 5 – Overall Proposal (Offeror’s overall understanding and capability to perform services requested as illustrated by submitted proposal) – 60 points
Proposals that receive less than 450 points will be rejected. Proposals with 450 or more points will qualify to have their cost proposals reviewed.

- **Cost Review**
  Use the Cost Proposal form (Appendix C).
  The proposals that pass the technical review will have their cost proposals reviewed and can receive a maximum of 200 points. Cost proposals must be on a fixed price basis. The proposal with the lowest responsible cost will be awarded 200 points. Each cost proposal that is not the lowest will receive a number of points out of 200 based on the proposed cost as a percentage of the lowest cost proposal. The technical proposal points and the cost proposal points will be combined for a total score.

3. **STANDARD TERMS AND CONDITIONS**

- **Amendments**
  Southwest Georgia Regional Commission reserves the right to amend this RFP prior to awarding. All amendments and any additional information will be posted on the SWGRC’s website.

- **Cost for Preparing Proposal**
  The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of Southwest Georgia Regional Commission.

- **Contract Discussions**
  Prior to award, the apparent successful firm may be required to enter into discussions with Southwest Georgia Regional Commission to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions initiated with the second highest scoring firm.

- **Confidentiality Requirements**
  The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Georgia Open Records Act. Southwest Georgia Regional Commission cannot protect proprietary data submitted in proposals.

- **ADA Guidelines**
  Southwest Georgia Regional Commission adheres to the guidelines set forth in the American Disabilities Act (ADA). Provisions will be made to make your use of the required services provided easier and more accessible. We ask that you please call the SWGRC Deputy Director at (229) 522-3552, in advance, if you require special arrangements.

- **Financial Information**
  Southwest Georgia Regional Commission is concerned about proposer’s financial capabilities to perform, therefore, please provide sufficient data to allow for an evaluation of your firm’s financial capabilities.
APPENDIX A
AGREEMENT TO MANDATORY PROJECT SPECIFICATIONS

All mandatory requirements listed in Section A.5. of the RFP are presented below. Proposer should indicate their understanding of these mandatory requirements and their agreement to satisfy these mandatory requirements by placing the word “Yes” by each requirement. **Failure to place “yes” by each mandatory requirement may cause Southwest Georgia Regional Commission to reject the proposal.**

This checklist is provided for the convenience of proposers, but it is the proposer’s responsibility to review the entire RFP and ensure response is made to all requirements.

Proposers must meet all of the following mandatory requirements to be considered for evaluation under this RFP.

_____ A. Mandatory Specification 1: Delivery of public transportation services in a timely manner and by the standards discussed in this RFP

_____ B. Mandatory Specification 2: Reporting requirements

_____ C. Mandatory Specification 3: Driver requirements

_____ D. Mandatory Specification 4: Training requirements

_____ E. Mandatory Specification 5: Vehicle and insurance requirements

_____ F. Mandatory Specification 6: Ability to meet all specifications as outlined in the GDOT Section 5311 Public Transportation Manual.

_____ G. Mandatory Specification 7: Ability to meet all specifications as outlined in the DHS Transportation Manual.

_____ H. Mandatory Specification 8: Ability to meet all applicable FTA regulations and OMB Uniform Guidance.

_____ I. Complete and sign Appendix O certifications: Southwest Georgia Regional Commission Terms and Conditions

(This appendix will mirror all of the Mandatory Project Specifications as described in Section A.5. This will provide the proposer with an opportunity to answer yes or no indicating their agreement to each Mandatory Specification listed. This completed appendix will be returned with the proposer’s technical proposal.)

________________________________________________________________________

Authorized Signature                                Date

________________________________________________________________________

Print Name
Appendix B: REQUIRED CONTENT OF PROPOSALS

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

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

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

Unless otherwise indicated, proposers must meet all of the following requirements to be considered for evaluation under this RFP.

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Page/Ref. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

|        |               |

2. **Proposal Form**
The proposal must contain a signed proposal form (Appendix D).

|        |               |

3. **Agreement to Mandatory Project Specifications**
The proposer should indicate its agreement to all of the Mandatory Specifications for this project by completing Appendix A and certifications in Appendix O.

|        |               |

4. **Contract Exceptions**
A sample contract that may be used is identified as Appendix S. Any exceptions to the contract must be submitted and clearly identified with the proposer’s technical proposal.

|        |               |

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

|        |               |

6. **Summary of Understanding of the Proposed Services**
The proposer should indicate their understanding of the requested services and describe how it proposes to service the public transit program.
7. **Company Background, Organization and Experience**

The proposer must include the following information:

- **(a)** A description of your organization’s background and history. Please include principals of the firm and their backgrounds. Describe ownership structure and provide relevant information. Provide a general description of relevant transportation services and tasks performed. (Complete Appendix L, Vendor Information)

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

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

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

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

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

- **(h)** Describe your reporting capabilities. Will you be willing to modify any standard reporting formats to meet Southwest Georgia Regional Commission, DHS, or the GDOT’s reporting needs?

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

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

8. **References**
   (a) A list of the names and addresses of at least three clients who have hired your organization for similar services as detailed in this RFP during the past three years, including the name, title, and telephone number of the contact person. Please complete Appendix M.

   (b) A list of the names and address of all clients who have terminated your relationship for performing similar services as detailed in this RFP during the past five years and their reasons for doing so. Please include the name, title, and telephone number of the contact person.

9. **Statement of Work**
   Please address each item in Section A5, focusing on your ability to perform each required service for Southwest Georgia Regional Commission by completing the following set of questions.

   (a) Give a brief overview of your company; include creative approaches and information regarding how you will be able to provide excellent service for the passengers you propose to serve. Include examples pertinent to the program.

   (b) How will all transportation services be coordinated? Explain in detail in your proposal how transportation needs will be coordinated with other state or local transit programs in the area.

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

   (d) Describe automated technology (other than required software provided by GDOT or DHS) used or proposed to be used by your organization to assist in routing, vehicle maintenance scheduling, reporting, and accounting relating to this RFP.

   (e) Describe any e-mail capability your organization may have or propose to use as a means of communication between your staff and Southwest Georgia Regional Commission, DHS and GDOT.

   (f) Describe operating hours for your transportation company. Identify current and proposed office locations; include descriptions of size, ability to house vehicles and any other
pertinent logistic information.

(g) Describe how you will address customer satisfaction. How will you address complaints? How will you ensure that the same kind of complaint does not recur? Use Appendix K as a guide, as these will be the forms used upon contract award.

(h) Describe in detail existing vehicle fleet resources, including vehicle ownership, vehicle types, and capacity.

(i) Describe your proposed policy for operating during inclement weather. Include area-specific concerns relating to center locations and how this area may be affected by inclement weather.

(j) Describe the orientation/training program for staff or subcontractors for the DHS/GDOT transportation program. In particular, address training for dispatchers and drivers. Describe both initial orientation and ongoing training/inservices.

(k) Provide a detailed plan for implementing the services pertaining to this particular proposal option as a result of this RFP. The plan should include a representative list of tasks and milestones. All areas associated with implementation, such as: facility arrangements, staffing, subcontractors, vehicle purchases or leases, and any technology enhancements or purchases should be included in the plan.

(l) Provide assurance that you are capable, adequately knowledgeable and dedicated to adhering to all FTA, GDOT and DHS regulations and policies, as well as any other federal, state, or local laws, ordinances, regulations, policies and/or requirements.

10. Interview Process

Upon review of the technical information submitted by offerors, an interview may be requested. During the interview all information submitted is subject to questioning. The offeror shall be prepared to defend, expand and explain all information submitted. Additional points, at the discretion of the evaluation team, may or may not be awarded at this point in the evaluation.
Appendix C: COST
PROPOSAL

OVERVIEW INFORMATION

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

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

In order to submit a cost proposal to provide public transit service, please submit your cost proposal for each Sub-region you are bidding on for each of the five years (FY19 (nine months), FY20, FY21, FY22 and FY23) of the proposed contract term, using the cost proposal form located on the next page. The cost proposals for ALL periods (FY19-FY23) are negotiable each contract year with adequate justification for budget revisions and/or program changes.

Each proposer must bid on at least two (2) Sub-regions. A proposer may bid on all three (3) Sub-regions if they so desire. Please indicate the Sub-region you are bidding on at the top of the Cost Proposal Form and prioritize the Sub-regions in order of your preference to provide service.
## Transit Service Cost Proposal Form

For Sub-region ______

Bid Priority # ________

<table>
<thead>
<tr>
<th>Line Item Description</th>
<th>FY____ Cost Proposal</th>
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</thead>
<tbody>
<tr>
<td>1 Director Salary</td>
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</tr>
<tr>
<td>2 Supervisor Salary</td>
<td>$</td>
</tr>
<tr>
<td>3 Bookkeeper Salary</td>
<td>$</td>
</tr>
<tr>
<td>4 Secretary Salary</td>
<td>$</td>
</tr>
<tr>
<td>5 Training</td>
<td>$</td>
</tr>
<tr>
<td>6 Marketing</td>
<td>$</td>
</tr>
<tr>
<td>7 Telephone</td>
<td>$</td>
</tr>
<tr>
<td>8 Office Supplies</td>
<td>$</td>
</tr>
<tr>
<td>9 Rental Expenses</td>
<td>$</td>
</tr>
<tr>
<td>10 Standard Overhead</td>
<td>$</td>
</tr>
<tr>
<td>11 Computer Software</td>
<td>$</td>
</tr>
<tr>
<td>12 Other - (Please Specify)</td>
<td>$</td>
</tr>
<tr>
<td>13 Other - (Please Specify)</td>
<td>$</td>
</tr>
<tr>
<td>14 Other - (Please Specify)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Administrative Budget (sum of lines 1-14)</strong></td>
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</tr>
<tr>
<td>16 Driver Salary</td>
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</tr>
<tr>
<td>17 Dispatcher Salary</td>
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</tr>
<tr>
<td>18 Mechanic Salary</td>
<td>$</td>
</tr>
<tr>
<td>19 Fuel</td>
<td>$</td>
</tr>
<tr>
<td>20 Maintenance &amp; Repairs</td>
<td>$</td>
</tr>
<tr>
<td>21 Insurance</td>
<td>$</td>
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<tr>
<td>22 Drug/Alcohol Testing</td>
<td>$</td>
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<td>23 Fringe Benefits</td>
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<td>24 Licenses</td>
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<td>25 Uniforms</td>
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<td>26 Other - (Please Specify)</td>
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<tr>
<td>27 Other - (Please Specify)</td>
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<tr>
<td><strong>Total Operating Budget (sum of lines 16-27)</strong></td>
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</table>

* **Total Cost Proposal (Admin + Operating)** $ 

*Provider reimbursement is approximately 40-45% of total eligible expenses.*

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Appendix D:
PROPOSAL FORM

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

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

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

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

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

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

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

Authorized Signature ______________________________ Date____________________

Print/Type Name______________________________________________

Print/Type Company Name Here______________________________________
Appendix E: SMALL OR MINORITY BUSINESS FORM

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

- **Small Business** – means an independently owned and operated entity that has either fewer than one hundred (100) employees or less than one million dollars ($1,000,000) in gross receipts per year. (State Statute 50-5-121)

  ( ) YES, if yes, please check the following reason(s) that apply:

  ( ) Less than 100 employees,

  ( ) Less than $1,000,000 in gross annual receipts.

  ( ) NO

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

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

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

<table>
<thead>
<tr>
<th>Minority</th>
<th>Percentage</th>
</tr>
</thead>
</table>
| African American | %          | Asian American | %
| Hispanic / Latino | %         | Pacific Islander | %
| Native American | %          |

Are you a certified DBE vendor? ______________________

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

**Ownership**

| American Citizen | YES ( ) | NO ( ) |
Appendix F:
PROJECT SPECIFIC BACKGROUND

BACKGROUND

Overview of Department of Section 5311 Public Transportation Program

This program (49 U.S.C. 5311) provides formula funding to states for the purpose of supporting public transportation in areas of less than 50,000 population. It is apportioned in proportion to each State’s non-urbanized population. Funding may be used for capital, operating, State administration, and project administration expenses. Each state prepares an annual program of projects, which must provide for fair and equitable distribution of funds within the states, including Indian reservations, and must provide for maximum feasible coordination with transportation services assisted by other Federal sources.

The goals of the non-urbanized formula program are: 1) to enhance the access of people in non-urbanized areas to health care, shopping, education, employment, public services, and recreation; 2) to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small urban areas; 3) to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services; 4) to assist in the development and support of intercity bus transportation; and 5) to provide for the participation of private transportation providers in non-urbanized transportation to the maximum extent feasible.

Funds may be used for capital, operating, and administrative assistance to state agencies, local public bodies, and nonprofit organizations (including Indian tribes and groups), and operators of public transportation services. The state must use 15 percent of its annual apportionment to support intercity bus service, unless the Governor certifies that these needs of the state are adequately met. Projects to meet the requirements of the Americans with Disabilities Act, the Clean Air Act, or bicycle access projects, may be funded at 90 percent Federal match. The maximum FTA share for operating assistance is 50 percent of the net operating costs.
Appendix G: GLOSSARY

**Applicant** – *(Bidder, Offeror, Proposer, Transit Provider, Vendor)* – Interchangeable terms for respondent to this Request for Proposals.

**Contractor** - The successful offeror, whether a corporation, partnership, individual or combination thereof, and it's, their, or his/her successor, personal representatives, executors, administrators, and assignees.

**DCH** - Georgia Department of Community Health

**DHS** - Georgia Department of Human Services

**DOAS** - State Department of Administrative Services

**GDOT** - Georgia Department of Transportation


**Georgia Vendor Manual** – This manual can be downloaded and viewed on the Internet at DOAS web page at www.doas.state.ga.us.

**Human Service Program/Provider** - An agency or human service provider that may purchase subscription trips as described in this RFP.

**SWGRC** – Southwest Georgia Regional Commission

**Non-Emergency Transportation (NET) Program** – The Georgia Department of Community Health (DCH) administers the NET program which DCH contracts will three brokers who determine eligibility, arrange and provide trips for Medicaid recipients who need to secure necessary health care and have no other means of transportation.

**O.C.G.A.** - Official Code of Georgia (State statutes)

**Offeror** - Respondent to this Request for Proposals (Refer to Applicant)

**Proposer** - Respondent to this Request for Proposals (Refer to Applicant)

**Region** – DHS Transportation geographic regions

**RFP** - Request for Proposals
Appendix H:
SOUTHWEST GEORGIA REGIONAL COMMISSION
SERVICE AREA INFORMATION

### Service Area Information based on prior fiscal year data

<table>
<thead>
<tr>
<th>Service Area Information based on prior fiscal year data</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Vehicles</td>
<td>76</td>
</tr>
<tr>
<td>Approximate Trips per year</td>
<td>229,000</td>
</tr>
<tr>
<td>Public</td>
<td>50,000</td>
</tr>
<tr>
<td>DHS</td>
<td>179,000</td>
</tr>
<tr>
<td>Average Service Days per month, per vehicle</td>
<td>19</td>
</tr>
<tr>
<td>Average miles per month, per vehicle</td>
<td>3,665</td>
</tr>
<tr>
<td>Average Hours Driven per month, per vehicle</td>
<td>181</td>
</tr>
<tr>
<td>Average Fuel Usage (gallons) per month, per vehicle</td>
<td>410</td>
</tr>
</tbody>
</table>

### Hours of Service

Each vehicle should be in service at least 120 hours per month.

### Farebox Revenue Target

5311 Operating Assistance is computed by total expenses reduced by 10% farebox and multiplied by 50%. The transit system will be expected to recover this 10% of expenses from passenger fares during the contract year.
<table>
<thead>
<tr>
<th>Assigned County</th>
<th>Year</th>
<th>Make/Model</th>
<th>Passenger Capacity</th>
<th>Handicap Access</th>
<th>GDOT#</th>
<th>Titled to</th>
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VEHICLE SPECIFICATIONS

Shown below are general specifications covering the vehicles that are used in the state transit system and are not necessarily specific to the Southwest Georgia Regional Commission fleet.

EC-I STANDARDS & OPTIONS

STANDARD CHASSIS FEATURES
- Ford E-350 DRW Cut-Away Chassis
- Electronic 5-Speed Automatic Transmission
- 37-Gallon Fuel Tank
- 130 Amp Alternator
- 158” Wheelbase
- Heavy Duty Engine Cooling Package
- Chrome Front Bumper and Grill
- 11,500 GVWR
- Dual Electric Horns
- Driver Air Bag
- Heavy Duty Suspension
- Power Steering/Breaks
- LT225/75R16E Tires
- Dual 650 CCA Batteries
- Tilt Steering Wheel/Cruise Control
- Dual Rear Headlights
- Entrance Door and Driver Modesty Panels
- All Aluminum Sidewalls and Skirts
- Dual Drive Shaft Guards
- Entry Door Assist Hand Rails
- Fully Welded Utilized Steel Cage Body Structure
- Underscooping
- Swing A-Way Exterior Flat Mirrors with Integrated Convex Panels
- Drop Rail Over Passenger Windows and Entry Doors
- White Step Nosing – All Entry Steps
- Color/Function Coded Wiring Harness
- Laminated Steel Reinforced Composite Construction
- Master Electronic Printed Circuit Control Panel
- Side and Rear Emergency Egress Windows
- Stylized ABS Rear Trim
- 91” Interior Width and 77” Headroom
- Large 36” x 36” Upper T-Slinder Windows
- Single Piece Soundless FRP Roof
- Smooth FRP Interior Walls
- FRP Ceiling
- Individual Reading Lights
- Spare Tire and Wheel
- Interior Luggage Rack
- Interior Convex Mirror
- Back-Up Alarm
- Overhead Luggage Racks
- Exterior Rear Center Mounted Brake Light
- Upgraded Dual Alternators (Diesel Only)
- Rear Luggage Compartment
- Ceiling Grab Rails
- AM/FM Radio with CD Player
- “Flat Floor” (No Wheel Well Risers)
- DVD Player with Flip Down Monitor
- Heated/Remote Exterior Mirrors
- High-Back or Mid-High Seats with Armrests
- Front Mud Flaps
- Ground Plane For Two-Way Radio Installation
- Paging System
- Rear Emergency Door with Ajar Package
- LED Exterior Lighting
- Rear A/C System
- Roof Escape Hatch
- Stainless Steel Wheel Inserts
- ADA Mobility Compliance Package
- All FRP Exterior
- Driver Running Board
- Electric Entry Door

STANDARD BODY FEATURES
- FMVSS Certified
- STURAA Tolerated for 7 Years/200,000 Miles
- Insulated Roof and Exterior Walls
- Rear View Right Side Cab Window
- Smooth Rubber Floor with Ribbed Rubber Aisles
- Rear ABS Fender Flares
- Powder Coated Rear Steel Bumper
- Rear Mud Flaps

POPULAR OPTIONS
- Ford V-10 6.8L Gas EFI Engine
- Ford V-8 6.0L Diesel EFI Engine
- Rear Heat System
- Front and Side Destination Signs
- Mer/Ryde Suspension

RFP Number: 1
RURAL TRANSPORTATION MONTHLY REPORTING FORM

County: ___________     Year: ___________     Month: ___________
Vehicle #: ___________     License Tag #: ___________     Date of Report: ___________

Monthly Revenue and Statistics

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<td>Fuel Used (gallons)</td>
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Purchase of Service Revenue

| Aging       |     |
| MHDDAD     |     |
| DFCS       |     |
| Medicaid   |     |
| VR         |     |
| Other      |     |
| TOTAL      |     |

Monthly Costs

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## MONTHLY TRANSPORTATION REPORT (Driver's Form Page 1 of 2)

### General Information
- County: 
- Year: 
- Month: 
- Vehicle #: 
- License Tag #: 
- Date of Report: 

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MONTHLY VEHICLE MAINTENANCE AND REPAIRS (Driver's Form 2 of 2)

County: ___________ Year: ___________ Month: ___________
Vehicle #: ___________ License Tag #: ___________ Date of Report: ___________

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REPAIR TOTAL

1. MAINTENANCE - Routine recurring procedures (e.g. oil change, lubrication, brake checks, wash and wax, etc.) to insure the safety, cleanliness and good working condition of the vehicle.

2. REPAIRS - Non-routine procedures to restored vehicle to good working condition

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Appendix K:
COMPLAINT PROCEDURES

COMPLAINT PROCESS

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

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

- Transit Provider
- Southwest Georgia Regional Commission

Informal Complaints

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

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

Formal Complaints

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

- Formal complaints must be submitted in writing within one (1) week of the date of the incident.
- Citizens may make a request to file a formal complaint. The complaint will be recorded on a standardized transportation Complaint Form, which will be made available from the Transit Provider.
- The completed Complaint Form is faxed to the SWGRC from the Transit Provider within one (1) business day.
- The Transit Provider is responsible for working with the SWGRC to resolve the complaint objectively and taking appropriate actions in order to make reasonable accommodations.
- The response will include the steps taken to investigate the complaint, actions taken to resolve problems or prevent recurrence, and any related disciplinary actions taken. All formal complaint responses will be submitted in writing to the SWGRC (See sample of the Complaint Resolution Form attached).
- If the individual, who filed the complaint, is not satisfied with the actions taken by the Transit Provider and the SWGRC, he/she may request that the complaint be reviewed by the Southwest Georgia Regional Commission Transit Committee. The committee will review the complaint and determine whether the actions taken by the Transit Provider and the SWGRC were adequate for complaint resolution.

Vehicle Use Complaints

Complaints related to improper use of public transit vehicles should be referred directly to the SWGRC. The SWGRC will document complaint information on a complaint form, investigate, and respond to the complainant within three (3) business days of receiving the complaint. A copy of each vehicle complaint will be maintained on file at the SWGRC.
Department of Human Services  
Office of Facilities and Support Services, Transportation Services Section  
Complaint Form

Name of Complainant:  
Address:  
City, State & Zip:  
Telephone Number:  
Name of Human Service Provider:  
Name of Passenger:  
Date of Incident:  
Time of Incident:  
Location of Incident:  
Incident Reported to Whom and When:  

Have there been previous incidents?  

Describe nature of Complaint:

Date: ________________  Signature: ____________________
In Reference to the complaint filed by: ________________________________

Dated: ________________________________

Date received by Regional Transportation Office: ________________________________

Subject of the Complaint: ____________________________________________________

Describe the resolution of the complaint. Please include the steps taken to investigate the complaint, corrective actions taken to resolve problems or prevent future reoccurrences, and any related disciplinary actions taken. Use additional pages if needed.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date: ________________ Signature: ________________________________
Appendix L: VENDOR INFORMATION

1. Company name: ____________________________

2. Type of business:   Corporation   Partnership   Sole Proprietor

3. Date of formation: ____________________________

4. Chartered/Incorporated in the State of: ____________________________

5. Company address: ____________________________ (Home/Office)

6. Telephone: ____________________________ Facsimile: ____________________________

7. Chief Executive Officer: ____________________________

8. Chief Operating Officer: ____________________________

9. Federal Employer Identification Number: ____________________________

10. Company net worth: ____________________________
     (Assets minus liabilities per latest audited financial statement)

11. Parent company business address:

    ____________________________

    ____________________________

12. Number of years of providing transportation related services: ______

13. Number of permanent employees performing transportation related services: ______

14. Brief description of the history of organization: (1-page maximum; include company name and RFP No. on each page)

15. General description of services provided: (3-page maximum; include company name and RFP No. on each page)
Appendix M:
PROVIDER REFERENCES

This is a sample form to be used for each reference. Three (3) references are required. At least one (1) human service provider or governmental reference is preferred.

Provider Name: __________________________________________

Provider Address: __________________________________________

________________________________________

Contact Person:

Name: __________________________________________

Title: __________________________________________

Telephone Number: __________________________________________

Fax Number: __________________________________________

Date Services Provided:

To: __________________________________________

From: __________________________________________

Geographic Area Served: __________________________________________

Number of persons transported during the month of September 2017: ________

or

Number of service hours and/or one-way trips during the month of September 2017: ________

Project Name: __________________________________________

Detailed Description of Services Provided:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Appendix N:
SOUTHWEST GEORGIA REGIONAL COMMISSION

TERMS AND CONDITIONS

1. Southwest Georgia Regional Commission, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award. For the Section 5311 RFP, Southwest Georgia Regional Commission shall in all solicitations or advertisements for subcontractors or employees state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race color, sex or national origin. Southwest Georgia Regional Commission shall not discriminate against any qualified client or recipient of services provided on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Southwest Georgia Regional Commission shall cause foregoing provisions to be included in all subcontracts for any work covered by this project so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars ($10,000).

2. Firms shall comply with the applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

3. Firms shall comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

4. Firms shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.


The following certifications shall also be required for the selected firm(s):
1. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this program shall be used to pay the salary or expenses of any agent acting on behalf of Southwest Georgia Regional Commission, to engage in any activity designed to influence legislation or appropriations pending before Congress as stated in 49 CFR 20.


3. Drug-Free Workplace. Certification of compliance with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia.


**Right to Cancel or Change RFP**

Southwest Georgia Regional Commission reserves the right to cancel any and all Request for Proposals where it is determined to be in the best interest of the state or region to do so. Southwest Georgia Regional Commission reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

It is the responsibility of all firms interested in submitting Proposals for this advertisement to routinely check the posting on Southwest Georgia Regional Commission’s website for any revisions to this RFP.

**AUDIT AND ACCOUNTING SYSTEM REQUIREMENTS**

Southwest Georgia Regional Commission reserves the right to reject any proposal with firms that do not meet the following requirements:

1. Firm(s) should have an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Uniform Guidance.

2. The prime is responsible for being reasonably assured that all sub-consultants presented as part of the proposed team are similarly in compliance with the above requirements.
CERTIFICATION FORM

I, __________________________________________, being duly sworn, state that I am ___________________________

(title) of ________________________________ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Request for Proposals is full, complete and truthful.

I further certify that the proposer and any principal employee of the proposer has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize and certify that the proposer acknowledges, agrees and authorizes, that Southwest Georgia Regional Commission may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the proposer.

I acknowledge and agree that all of the information contained in the Proposal is submitted for the express purpose of inducing Southwest Georgia Regional Commission to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, Southwest Georgia Regional Commission. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C §§1001 or 1341.

_________________________________________     ____________________________
Printed Name                                           Signature

Sworn and subscribed before me

This _____ day of __________, 20__.

NOTARY PUBLIC

My Commission Expires: ________________________

NOTARY SEAL
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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 the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

BY: ___________________________ Date ___________________________
(Signature of Official Authorized to Sign)
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
IN LOWER TIER COVERED TRANSACTION

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

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

Name and Title of Authorized Representative  Signature  Date

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;
(2) The contractor’s policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Contractor Name: ____________________
Contractor Address: ____________________________________________________________
________________________________________________

Authorized Representative ____________________  Signature ____________________

Date ____________________
O.C.G.A. § 50-36-1(e)(2) SAVE Affidavit

By executing this affidavit under oath, as an applicant for a(n) ____________________ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from Southwest Georgia Regional Commission, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) ________ I am a United States citizen.
2) ________ I am a legal permanent resident of the United States.
3) ________ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is: ____________________.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit. The secure and verifiable document provided with this affidavit can best be classified as: ____________________.

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 O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in ____________________ (city), ____________________ (state).

________________________________________
Signature of Applicant

________________________________________
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___DAY OF ____________, 20___

NOTARY PUBLIC
My Commission Expires:
Appendix P: Miscellaneous Reporting Forms

Department of Human Services
Office of Facilities and Support Services, Transportation Services Section
Daily Vehicle Inspection Sheet (Weekly Tracking)

Site’s Name __________________________ Vehicle Number______________

Reporting Period: Begin Date: ___________ End Date: ___________

Is this an ADA-Equipped Vehicle? □ No  □ Yes

(If yes, driver must complete the ADA section of this document.)

<table>
<thead>
<tr>
<th>Items to be Inspected</th>
<th>OK</th>
<th>Do Deficiencies Exist?</th>
<th>Have Deficiencies Been Repaired?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M</td>
<td>T</td>
<td>W</td>
</tr>
<tr>
<td>Brake Lights</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Headlights – Low Beam</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Headlights – High Beam</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Parking Lights</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Turn Signals - Left</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Turn Signals - Right</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Emergency Flashers</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Horn</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Tires</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Steering</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Windshield Wipers</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Windows (Open/Close)</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Seat Belts</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>/Extensions Available</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Heater/Defroster</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Air Conditioner</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Fire Extinguisher</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>First Aid Kit</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Spill Kit</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Mirrors</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Doors</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
<tr>
<td>Fluid Leaks</td>
<td>□ No</td>
<td>□ Yes</td>
<td>□ No</td>
</tr>
</tbody>
</table>

Comments (Include comments on deficiencies and repairs.)

-59-
Complete this section on ADA – Equipped Vehicles Only

<table>
<thead>
<tr>
<th>Items to be Inspected</th>
<th>OK</th>
<th>Do Deficiencies Exist</th>
<th>Have Deficiencies Been Repaired</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheelchair/Standard Lift</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Lift/Cycle Test</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Hydraulic Leaks</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Battery Connection</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Tie-Down Equip</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Priority Seat Sign</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Mo. Cycle Test Back Up</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Lift Safety Belt</td>
<td></td>
<td>□ No □ Yes</td>
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<tr>
<td>Accessible Equipment</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Tracks Clean</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Check for Frayed or Worn Belts</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>Each Secure Station Fully Equipped With:</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Lap Belts</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Shoulder Harness</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/4 ea. Secure Straps</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>The following must be in Good Condition:</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/No Frayed or Damaged Webbing</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Properly Functioning Buckles</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/No Broken or Worn Parts</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Floor Anchors Secure and Clean</td>
<td></td>
<td>□ No □ Yes</td>
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<tr>
<td>/Clean Dry Container for Storage</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Seat Belt/Web Cutter</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
<tr>
<td>/Printed Operating Instructions</td>
<td></td>
<td>□ No □ Yes</td>
<td>□ No □ Yes</td>
</tr>
</tbody>
</table>

Comments (Include comments on deficiencies and repairs.)

Site Contact or Driver’s Signature: ________________________________

Date: ______________
# Vehicle Safety Inspection Report

**Department of Human Services**  
Office of Facilities and Support Services, Transportation Services Section  
Annual Safety Inspection Report

- **Vehicle #:**  
- **Tag #:**  
- **Mileage:**  
- **Date:** 

<table>
<thead>
<tr>
<th>PART OF VEHICLE</th>
<th>OK</th>
<th>Needs Attn</th>
<th>Unsafe</th>
<th>Check Item</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BODY EXTERIOR</strong></td>
<td></td>
<td></td>
<td></td>
<td>Check for body or fender damage.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Check all windows.</td>
</tr>
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<td></td>
<td>Check side-view mirrors.</td>
</tr>
<tr>
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<td></td>
<td>Check attached body parts for looseness.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>Check windshield wiper blades.</td>
</tr>
<tr>
<td><strong>TIRES</strong></td>
<td></td>
<td></td>
<td></td>
<td>Check tire wear.</td>
</tr>
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<td>Check for nails, glass, etc.</td>
</tr>
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<td></td>
<td>Check for tread separation.</td>
</tr>
<tr>
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<td></td>
<td>Check air pressure.</td>
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<tr>
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<td></td>
<td>Check lug nuts for tightness.</td>
</tr>
<tr>
<td><strong>UNDER HOOD</strong></td>
<td></td>
<td></td>
<td></td>
<td>Pressure test cooling system.</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td>Check coolant/antifreeze level.</td>
</tr>
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<td></td>
<td>Check cooling system circulation.</td>
</tr>
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<td></td>
<td>Check brake fluid level.</td>
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<td></td>
<td>Check power steering fluid level.</td>
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<td></td>
<td>Check battery and cables.</td>
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<td>Check starting and charging system.</td>
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<td>Check windshield washer fluid.</td>
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<td>Check transmission fluid.</td>
</tr>
<tr>
<td><strong>ENGINE</strong></td>
<td></td>
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<td></td>
<td>Check all fuel lines for leaks.</td>
</tr>
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<td>Check belts for looseness or signs of wear.</td>
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<td></td>
<td>Check all hoses for leaks or signs of wear.</td>
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<td></td>
<td>Check for loose wiring.</td>
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<td>Check air filter – clean.</td>
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<td></td>
<td>Check accelerator linkage.</td>
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<tr>
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<td></td>
<td>Check oil filter.</td>
</tr>
<tr>
<td><strong>UNDERCARRIAGE</strong></td>
<td></td>
<td></td>
<td></td>
<td>Check fuel tank lines for leaks.</td>
</tr>
<tr>
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<td></td>
<td>Check differential for leaks.</td>
</tr>
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<td></td>
<td>Check rear springs, shacklers, and Shocks.</td>
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<td>Check driveshaft center support and U-joint.</td>
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<td></td>
<td>Check front suspension and shocks.</td>
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<td></td>
<td>Check steering linkage.</td>
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<tr>
<td></td>
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<td></td>
<td>Check exhaust system.</td>
</tr>
<tr>
<td><strong>BRAKES</strong></td>
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<td></td>
<td></td>
<td>Check shoes and pads for lining wear.</td>
</tr>
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<td></td>
<td>Check brake lines for leaks.</td>
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<td>Check brake vacuum hoses.</td>
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<td>Check brake adjustments.</td>
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<td>Check brake pedal clearance.</td>
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<td>Check emergency brake.</td>
</tr>
</tbody>
</table>

**RECOMMENDATIONS:**  
- Schedule recommended work in the near future  
- Schedule recommended work immediately

**Vendor Information:**  
- **Vendor Name:**  
- **Vendor Address:**  
- **Vendor Phone:**

**Inspection Information:**  
- **Inspection Vendor:**  
- **Inspector Printed Name:**  
- **Inspector Signature:**

**Certification Required:**  
- Only one certification required. Verification must be maintained with files.
  - ☐ ASE Certified Mechanic (provide current certificate)
  - ☐ ARI Certified Vendor (attached Vital/Insights listing)
  - ☐ Tech School Certificate (attach certificate)
## Driver Qualification Folder (DQF) Checklist

<table>
<thead>
<tr>
<th>Vehicle Operator/Contractor:</th>
<th>Date of Monitoring:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td><strong>Name of Driver</strong></td>
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</tbody>
</table>

**Comments:**

* Other Training – General Orientation; Vehicle Orientation/ Pre-Trip Inspections; Record Keeping Requirements; Emergency Procedures; Wheelchair Securement (if applicable).
Department of Human Services
Office of Facilities & Support Services, Transportation Services Section
Site Visit Summary Report

Vehicle Operator/Contractor: __________________________ Region: _____

Date of Inspection: __________________________ Pass/Fail Decision: _____

OFSS-Transportation Services Section Reviewer: __________________________

Site’s Contact: __________________________

Contact’s Email Address: __________________________

Contact’s Phone Number: __________________________ Contact’s Fax Number: ______

Vehicles Inspected: __________________________

Site Visit Results

Is site in compliance with Preventive Maintenance requirements? □ Yes □ No

Corrective Action Required

Is site in compliance with Unscheduled Maintenance requirements? □ Yes □ No

Corrective Action Required

Is site in compliance with Daily Vehicle Inspections? □ Yes □ No

Corrective Action Required

Is site in compliance with Driver Monitoring and Training? □ Yes □ No
Corrective Action Required

Is site in compliance with Title VI Requirements?  □ Yes  □ No  □ Not Applicable

Corrective Action Required

Other Comments

Were corrective actions required?  □ Yes  □ No

Deadline to complete required corrective actions: ________________________________

Did this Site Visit result in a Corrective Action Plan?  □ Yes (Please explain)  □ No

Regional Coordinator's Signature: ___________________________  Date: ____________
Department of Human Services  
Office of Facilities and Support Services, Transportation Services Section  
DHS Vehicle Requirements and Monitoring Form

<table>
<thead>
<tr>
<th>Exterior Requirements</th>
<th>Checked</th>
<th>Needs Attention</th>
<th>Signage Requirements</th>
<th>Checked</th>
<th>Needs Attention</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horn</td>
<td></td>
<td></td>
<td>State Seals/Operator ID</td>
<td></td>
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<tr>
<td>2 Exterior Mirrors</td>
<td></td>
<td></td>
<td>Vehicle # (RF)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rearview Mirror</td>
<td></td>
<td></td>
<td>Vehicle # (RR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windshield Wipers</td>
<td></td>
<td></td>
<td>&quot;No Smoking, Eating, Drinking&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows</td>
<td></td>
<td></td>
<td>&quot;All Passengers Use Seat Belts&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Headlights</td>
<td></td>
<td></td>
<td>FTA 5310 Requirements</td>
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<tr>
<td>Turn Signals (Front)</td>
<td></td>
<td></td>
<td>LEP/Title IV Poster</td>
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<td></td>
</tr>
<tr>
<td>Brake Lights</td>
<td></td>
<td></td>
<td>Language/I Speak Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turn Signals (Rear)</td>
<td></td>
<td></td>
<td>DHS LEP Client ID available</td>
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</tr>
<tr>
<td>Parking/Reverse Lights</td>
<td></td>
<td></td>
<td>Information Packet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Flashers</td>
<td></td>
<td></td>
<td>Insurance Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Body Damage</td>
<td></td>
<td></td>
<td>Wheelchair Accessible Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tire / Tread</td>
<td></td>
<td></td>
<td>Raised Roof (clearance 56&quot;)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spare Tire</td>
<td></td>
<td></td>
<td>Hydraulic/Electric Lift</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jack</td>
<td></td>
<td></td>
<td>Hand Rails</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Requirements</td>
<td></td>
<td></td>
<td>Controls Access Inside/Outside</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step/Running Board</td>
<td></td>
<td></td>
<td>Shoulder Restraint/Lap Belt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seat Belts</td>
<td></td>
<td></td>
<td>Reflector Tape</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seat Belt Cutter</td>
<td></td>
<td></td>
<td>4 Floor Straps</td>
<td></td>
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<tr>
<td>First Aid Kit</td>
<td></td>
<td></td>
<td>Emergency Manual Lift</td>
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<tr>
<td>Spill Kit</td>
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<tr>
<td>3 Emergency Reflectors</td>
<td></td>
<td></td>
<td>Cond. of Vehicle:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Seat Belt Extensions</td>
<td></td>
<td></td>
<td>□ Excellent □ Good □ Fair □ Poor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upholstery</td>
<td></td>
<td></td>
<td>Comments:</td>
<td></td>
<td></td>
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<tr>
<td>Clean Interior</td>
<td></td>
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<tr>
<td>Doors</td>
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<tr>
<td>Interior Lights</td>
<td></td>
<td></td>
<td>□ Inspection Sticker Applied</td>
<td></td>
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<tr>
<td>AC/Heat</td>
<td></td>
<td></td>
<td>TSS Inspector Signature:</td>
<td></td>
<td></td>
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<tr>
<td>Flooring</td>
<td></td>
<td></td>
<td>Vehicle Operator Printed Name and Signature:</td>
<td></td>
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<tr>
<td>Fire Extinguisher Insp. Date</td>
<td></td>
<td></td>
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<tr>
<td>Fire Extinguisher Mounted</td>
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</tr>
</tbody>
</table>

☐ Vehicle Redlined: Date Redlined: ___________ Date of Required Repairs: ___________
☐ Vehicle to be Surplused: Reason for Surplus: __________________________________________________________________________

*Per Policy 10, vehicles should be considered for surplus if older than 10 years and/or have more than 135,000 miles.
**Required for vehicles operated in Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding and Rockdale counties
This form is to be completed by local vehicle operators to report accidents and/or incidents involving consumers of the Coordinated Transportation or those transported in a Department of Human Services’ (DHS)/Department of Behavioral Health and Developmental Disabilities’ (DBHDD) vehicle, and accidents involving administrative vehicles. This may include vehicle accidents, consumer injuries, behavior incidents or any incident the vehicle operator feels should be reported. Complete this form with as much detail as possible and send/email to the appropriate DHS Regional Transportation Office within 24 hours of the accident/incident. Requests for additional information may follow.

<table>
<thead>
<tr>
<th>Vehicle Accident</th>
<th>Incident</th>
<th>Illness</th>
<th>Observation</th>
<th>Other*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>*If Other, please explain: ____________________________</td>
</tr>
</tbody>
</table>

Date of Incident: ________ Time: ________ Location: ________________________________

Vehicle #: ________ Tag #: ________ Vehicle Operator: ____________________________

Vehicle Operator Type:  □ DHS/DBHDD  □ Direct Contractor  □ Subcontractor

Police Notified:  □ Yes  □ No**  Report Filed:  □ Yes  □ No**

**If No, please explain: ____________________________________________

Description (Be specific, include all consumers involved and add additional pages if necessary):

<table>
<thead>
<tr>
<th>Any witnesses to the accident/incident?</th>
<th>Yes</th>
<th>No</th>
<th># of consumers on board: ________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Were consumers Injured?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Medical treatment provided?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Medical treatment refused?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Location of medical treatment: ____________________________________________

Human Service Provider (HSP) notified:  □ Yes  □ No  HSP phone: ________________

HSP name (attach a list for multiple HSPs): ________________________________

Parent or guardian of consumer notified?  □ Yes  □ No  Person notified: ________________

Name of person issuing this report (print name): ________________________ Phone: ________________

On behalf of: ________________________________

DHS Staff Use Only

Last DHS inspection of vehicle operator (date): ______________ Corrective Actions?  □ Yes  □ No

Corrective actions followed up on by TSS?  □ Yes  □ No  Completed?  □ Yes  □ No

DHS Staff involved in inspections: ____________________________________________

DHS Staff reviewing and submitting report: ________________________________

Date report was received by RTO: ______________ Date RTO sent to TSS Atlanta: ______________
Date of accident/incident:  

Date follow up received by RTO:  

Vehicle Operator:  

Vehicle #:  

Tag #:  

Items being submitted with this follow up:
- [ ] Police Report
- [ ] Witness Statements
- [ ] Agency Report
- [ ] Inspection Report
- [ ] Other*

*If Other, please explain:  

Pertinent details not previously provided (if more space is needed, include additional sheets):

Was a resolution needed/requested?  [ ] Yes  [ ] No

Describe the resolution (if more space is needed, include additional sheets):

Was a consumer behavior plan needed/requested?  [ ] Yes  [ ] No

Describe what steps have been taken to prevent further behavior incidents (add sheets as needed):

Date follow up sent to TSS Atlanta:  

-67-
### SECTION 5311 OPERATING ASSISTANCE - FY 2018 REIMBURSEMENT FORM

<table>
<thead>
<tr>
<th>Subrecipient:</th>
<th>Budget</th>
<th>This Period</th>
<th>YTD Total</th>
<th>YTD Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADMINISTRATIVE</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1 Director Salary</td>
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<tr>
<td>2 Supervisor Salary</td>
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<tr>
<td>3 Bookkeeper Salary</td>
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<tr>
<td>4 Secretary Salary</td>
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<tr>
<td>5 Training</td>
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<tr>
<td>6 Marketing</td>
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<td>7 Telephone</td>
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<tr>
<td>8 Office Supplies</td>
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<tr>
<td>9 Facilities/Equipment Rental</td>
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<tr>
<td>10 Standard Overhead</td>
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<tr>
<td>11 Computer Software Maint.</td>
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<td>12 Audits</td>
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</tr>
<tr>
<td>13 Other</td>
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<td>14 ADMINISTRATIVE TOTAL</td>
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<td><strong>OPERATING</strong></td>
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<tr>
<td>15 Driver Salary</td>
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<td>16 Dispatcher Salary</td>
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<td>17 Mechanic Salary</td>
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<td>18 Fuel</td>
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<tr>
<td>19 Maintenance &amp; Repair</td>
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<td>20 Vehicle Insurance</td>
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<td>21 Drug &amp; Alcohol Testing</td>
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<td>22 License</td>
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<tr>
<td>24 Fringe Benefits</td>
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<tr>
<td>25 Communications (Radios)</td>
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<td>26 Utilities</td>
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<td>27 Other</td>
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<tr>
<td>28 Other</td>
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<td>29 OPERATING TOTAL</td>
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<td><strong>TOTAL EXPENSES</strong></td>
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<td>31 5310 Funds</td>
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<td>32 5316 Funds</td>
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CERTIFIED BY: ___________________________  APPROVED BY: ___________________________

AUTHORIZED CITY/COUNTY OFFICIAL  GDOT PUBLIC TRANSPORTATION SPECIALIST

-68-
Appendix R:
Federal Clauses
Fly America Requirements
Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($3,500 or less, except for construction contracts over $2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements
These requirements do not apply to micro-purchases ($3,500 or less, except for construction contracts over $2,000). Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements
School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases ($3,500 or less, except for construction contracts over $2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation
All Contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)
Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water
Applicability – All Contracts and Subcontracts over $150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with FTA assistance.

Lobbying
Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $150,000
[to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Access to Records and Reports**

**Applicability** – As shown below. These requirements do not apply to micro-purchases ($3,500 or less, except for construction contracts over $2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.
Federal Changes
All Contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)
Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air
Applicability – All contracts over $150,000.
1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Recycled Products
All contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act
Applicability – Contracts over $150,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

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

**No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Termination**

Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $150,000

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

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient’s convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure.
to complete the work within specified time, whether or not contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor’s right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient’s judgment, delay is excusable, the time for completing the work shall be extended. The recipient’s judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor’s right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient’s convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient’s convenience or because of contractor’s failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient’s convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor’s failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient’s convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party
Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA “System for Award Management,” http://https.www.sam.gov,.proxy1.semalt.design if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at http://https.www.sam.gov,.proxy1.semalt.design if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements
When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

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

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

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

Civil Rights Requirements
Applicability – All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and
2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin. (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing. (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".


d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding $250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or
sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,


j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution
All contracts over $150,000
Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
**Transit Employee Protective Provisions**

Contracts for transit operations except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

Public Transportation Employee Protective Arrangements. 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: 1 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

(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.

**Disadvantaged Business Enterprise**

Contracts over $3,500 awarded on the basis of a bid or proposal offering to use DBEs
a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient’s overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the recipient and contractor’s receipt of the partial retainage payment related to the subcontractor’s work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**Prompt payment**

Applicability – All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

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

All contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)

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

**Drug and Alcohol Abuse and Testing**

Operational service contracts except micro-purchases ($3,500 or less, except for construction contracts over $2,000)


**Other Federal Requirements**

The following requirements are not federal clauses.

**Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Conformance with ITS National Architecture**


**Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.
Ineligible Contractors and Subcontractors
Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements
To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations
Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Real Property
Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

Environmental Justice

Environmental Protections
Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the
National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

**Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, “Audits of States, Local Governments, and Non Profit Organizations” (replaced with 2 CFR Part 200,”Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

**Veterans Preference**

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to
perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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

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

**Catalog of Federal Domestic Assistance (CFDA) Identification Number**
The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration**
Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
THIRD PARTY OPERATOR (TPO) CONTRACT

RURAL TRANSIT SYSTEM OPERATIONS

CONTRACT BETWEEN
SOUTHWEST GEORGIA REGIONAL COMMISSION
AND

_______________________________.

ARTICLE I – PREAMBLE

THIS CONTRACT is made and entered into as of the 1st day of July 20__, by and between the Southwest Georgia Regional Commission (SWGRC), a regional commission created pursuant to O.C.G.A. § 50-8-32 and having a mailing address of P. O. Box 346, Camilla, Georgia 31730, and _____________________________ (TPO), having a mailing address of _____________________________.

WITNESSETH:

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

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

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

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

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

ARTICLE II – AREA OF SERVICE

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

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

ARTICLE III - CONTRACT TERM, MODIFICATION AND TERMINATION

This contract is a year _____ extension of a previously awarded five year contract award, originally awarded July 1, 20___.

This contract shall have a term of 12 months commencing on 12:01 a.m. July 1, 20___ and terminating at 11:59 p.m. on June 30, 20___.

TERMINATION

1. Inadequate Community Service. SWGRC reserves the right to terminate this Contract at any time if the SWGRC Council determines that TPO is not providing adequate community transportation services for the indicated area as defined by the terms of this agreement. The SWGRC Council reserves the right to interpret, with sound reason and prudence, any and all the terms and provisions of this contract to the general benefit and welfare of the citizens and taxpayers of Southwest Georgia.

2. Due to Non-Availability of Funds. Notwithstanding any other provision of this contract, in the event that any of the sources of reimbursement under this contract (appropriations from the contracting entities and its governing body(s)) no longer exist or in the event the sum of all obligations of GDOT for this program exceeds the contract limits and contract source, then this contract shall immediately terminate without any further obligation of SWGRC. The determination of the governing body of GDOT of the occurrence of any of the events stated above shall be conclusive.

3. Due to Contract Default or for Cause. This contract may be terminated for cause in whole or in part at any time by SWGRC for failure of the TPO to perform any of the provisions hereof. Should SWGRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing specifying the reason and the termination date. The TPO will be required to submit the final contract report not later than 10 days after the effective date of written notice of termination. Upon termination of this contract, the TPO shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

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

**TPO RESPONSIBILITIES**

**TPO Agrees to:**

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

2. **Administration/Reporting**
   - Utilize and maintain in good working condition all capital items assigned to it as identified in Annex C;
   - Perform all required maintenance and establishing insurance coverage as outlined in Article VII;
   - Adhere to the “GDOT Section 5311 Public Administrative Guide” and all other documents created for the purpose of outlining the basic required policies and procedures for transit administration and operations;
   - Provide technical and planning assistance as needed and requested.

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

**SWGRC RESPONSIBILITIES**

**SWGRC Agrees to:**

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

**ARTICLE V – SCOPE OF SERVICES**

**SERVICES DELIVERY DESCRIPTION**

TPO will be required to perform all initial and additional services as outlined by SWGRC through this document or any other document created for the purpose to direct transit system operations. TPO will not be required to perform services that it can firmly show impacts the financial, physical or feasible stability of the transit services. Such determination will be heard and made by the SWGRC Council and Its Transportation Committee. Such services that could be required may include fixed-route, route deviation, subscription, demand responsive service, airport service, or any combination of the services as may be approved by SWGRC.
Public Service Delivery
1. Initial services will be subscription responsive for residents of the indicated service area. This constitutes service with at least reservations made by 3:00 pm the business day before the required trip. Any notice with at least notice should be worked into regular schedule when feasible.
   Additional services that maybe implemented
   a. Subscription-Responsive Service Reservation Procedures: TPO shall accept reservations for subscription-response service between 8:00 am and 3:00 pm Monday through Friday. Reservations are required to be made one working day in advance of the trip. It is the sole discretion of the TPO to provide any trip requested after 3:00 pm. The dispatcher shall utilize the assigned transit software to register and schedule any trip requested. If it is determined that the trip cannot be accommodated, the dispatcher will note this on a trip denial log.
2. Hours of Service – 6:00 am to 8:00 pm
3. Office Hours – 8:00 am to 5:00 pm
4. Days of Service – Monday through Friday
5. Rates for Service – Public rates will be set according to Annex B. Public rate structure is based on the real-world road-network distance from an origination point to a destination point.

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

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

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

SERVICES DELIVERY PROCEDURES
The following general service delivery procedures will be adhered to by TPO. Further guidelines may be established in the Regional Rural Transit Development Plan (TDP). The TDP shall be considered as part of this contract as well as any other document created to guide the services provided by the Regional Rural Transit System:
1. The TPO shall be required to follow all service guidelines outlined in the TDP, if applicable. TPO will be required to be an active part of the continual development of the TDP. This includes making recommendations and advising on recommendations for change to the TDP. At no time will the TPO be required to develop the TDP without the assistance of SWGRC;
2. There shall be no right of refusal based on vehicle availability (with the exception of the maximum passenger load factor) or any consideration other than vehicle catastrophic mechanical failure of the vehicles in the fleet as scheduled on a reservation basis;
3. TPO Dispatcher shall have fair continuous contact with all drivers with in operations;
4. The vehicles must be on time, unless there are extenuating circumstances beyond TPO’s or driver’s control. A 95% on-time performance rate is required and expected. Notification must be given by TPO to the patron in the event of unavoidable delays;
5. Drivers shall offer general assistance to all passengers as needed to board and depart from the vehicle, not to exceed reasonable physical assistance; secure all wheelchairs; and request passengers buckle their seatbelts, if applicable;
6. Drivers shall refrain from smoking, eating, and drinking at all times. Drivers shall inform passengers to refrain from smoking, eating, and drinking in the vehicles;
7. Drivers shall maintain some sort of daily record of trips provided and relevant information. The format and extent of information recorded shall be determined by SWGRC and TPO;
8. Drivers shall inform TPO of any passenger complaints, thereafter; the TPO shall complete a passenger complaint form and send a copy to the SWGRC no later than one (1) week from the date of the occurrence. TPO shall also resolve all complaints generated by their services as outlined in the “Passenger and Agency Complaint Procedure” section of the policies and procedures manual;
9. A minimum of 20% of all trips performed by the transit system shall be for public services. The TPO shall be allowed to utilize said vehicles for any services inside or outside of assigned service area boundaries so long as resident service needs are met. This includes any charter or regular transit services outside of the state of Georgia.

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

ARTICLE VI – SCOPE OF ADMINISTRATION AND MANAGEMENT

EMPLOYMENT

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

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

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

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

VEHICLES

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

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

INSURANCE

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

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

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

ACCIDENT REPORTING

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

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

AUDITING

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

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

Any new POS Agreements utilizing vehicles listed under Annex C and/or covered under the insurance provision found in Article VII, Section 3, will be required to carry an additional 10% administrative cost per trip fee payable to SWGRC. This fee shall be payable to SWGRC upon payment from contracting source.

ARTICLE VIII – EXPENSES, REVENUES AND COMPENSATION

COMPENSATION

TPO shall seek compensation for transit services only from Purchase of Service revenue, ridership fares and the GDOT Section 5311 program. No additional funds shall be requested of SWGRC to cover the costs of operating the public transit system. Reimbursements from the GDOT Section 5311 Program will, at no time, exceed $______________, which is the amount calculated as the Federal Share in the TPO approved annual budget, documented in Annex E. Only eligible and documented expenditures will be considered for reimbursement.

TPO will be responsible for paying to the SWGRC an amount equal to the required “Local” matching funds associated with “Capital Expenses” in the amount of $______________ as outlined and identified in the TPO approved annual budget, documented in Annex E.

REVENUE AND EXPENSE REPORTING AND INVOICING

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

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

Expenses and Invoicing: TPO shall submit monthly expense reports to SWGRC as part of the Monthly Operating Report. Upon receipt of all required documentation from the TPO, SWGRC shall prepare and submit to GDOT, the GDOT Operating Reimbursement Form, together with the TPO Monthly Invoice and required backup documentation. If the GDOT Reimbursement allows, SWGRC shall reimburse TPO for the services provided in accordance with the Prompt Payment Clause in Section IV of this contract.

RIGHT TO SUSPEND CONTRACT/PAYMENT

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

COLLECTION OF AUDIT EXCEPTIONS

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

ARTICLE XI – COMPUTER SOFTWARE UTILIZATION

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

TPO agrees to reimburse SWGRC for the cost of utilizing and maintaining the ______________ software, or any component of, for each area assigned to the TPO.

ARTICLE XII – LIABILITY AND INDEMNITY

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

THE SWGRC SHALL NOT BE LIABLE TO TPO OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, WHETHER SUCH CLAIM IS BASED ON A BREACH OF THIS AGREEMENT, TORT OR NEGLIGENCE OR OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSE OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. IN NO EVENT SHALL THE SWGRC HAVE ANY LIABILITY TO TPO FOR ANY COSTS, EXPENSES OR LOSSES RELATING TO OR ARISING OUT OF THE SYSTEM OR TPO’S SERVICES TO BE PROVIDED HEREUNDER.
ARTICLE XIII – NO ASSIGNMENT WITHOUT CONSENT

Neither party may assign or permit the assignment, subcontracting or delegation of this contract, in whole or in part, whether voluntarily, involuntarily or by operation of law, without the express written consent of the other party. For purposes of this contract, a sale or transfer of all or substantially all of TPO’s assets or the sale or transfer of voting control of TPO shall be deemed to be an assignment of his contract. No assignment of this contract shall relieve the assigning party of responsibility or liability for any of its duties and obligations hereunder.

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

ARTICLE XIV – SUCCESSORS AND ASSIGNS

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

ARTICLE XV – FEDERAL REGULATORY COMPLIANCE

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

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

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

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

ARTICLE XVI – MISCELLANEOUS

- This contract is governed by the laws of the State of Georgia.
- SWGRC employs TPO as an independent TPO and not as an employee or agent of SWGRC.
- SWGRC reserves the right to exempt TPO of any and all parts of this contract governed by SWGRC.
- Any and all independent policies, agreements, contracts, and regulations that are indirect and/or partial conflict with this contract shall be considered null and void unless written consent is given by SWGRC. All regulations governing this document shall be considered superior and in the case of conflict the or where any applicable rules, regulations, or policies of the State of Georgia or the United States and/or their agencies are in conflict or differ, those requirements which are stricter shall govern.

ARTICLE XV – CONTRACT ANNEX, EXHIBIT AND ATTACHMENT INCLUSION

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

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

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

SWGRC:  
Southwest Georgia Regional Commission

TPO:  
Contractor Name

Signature  
Signature

Printed Name and Title  
Printed Name and Title

Date Signed By SWGRC  
Date Signed By TPO

Federal Employer ID #
Annex A

DEFINITIONS

Demand Response Service - constitutes service with within same day notice.
Subscription Response Service - constitutes service with at least prior day notice.

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

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

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

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

Passenger trip - transportation of one passenger one-way between two locations.

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

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

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

Planning and Service Area Region 10 – Covers the counties of Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas, and Worth.

Transport Trip – A full payable trip is considered to be any service that carries a registered client from one location to another in response to a valid CEA request. Only trips originating in the counties of Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas, and Worth will be considered.

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

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

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

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

Private Vehicle – Any vehicles privately owned by TPO and possibly used for over all transit services.
Annex B

SCHEDULE OF PUBLIC FARES

<table>
<thead>
<tr>
<th>Distance</th>
<th>Fare</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10 miles (in county)</td>
<td>$3.00</td>
</tr>
<tr>
<td>Over 10 miles (in county)</td>
<td>$5.00</td>
</tr>
<tr>
<td>Outside County</td>
<td>$5.00 + .50 each mile over 10</td>
</tr>
</tbody>
</table>

DISCOUNTS

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

Frequent Rider Discount – 50% Off Normal Fare  
(Any person paying for 10 or more trips within a seven day period)
Any new vehicles replacing the above listed vehicles during the fiscal year(s) of this contract are under the same requirements as defined in this contract as those listed.

TPO agrees that the above capital inventory is correct.

______________________________          ___________
(TPO) Signature    Date
Annex D

INSURANCE REQUIREMENTS

1. TPO shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) through (c) inclusive below. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements.

a) **Worker’s Compensation**—Coverage to apply for all employees for STATUTORY limits in compliance with applicable state and federal laws; If any operations are to be undertaken on or about navigable waters, coverage must be include for the USA Longshoremens & Harbors Workers Act and Jones Act; In addition, the policy must include EMPLOYERS LIABILITY for limits of $1,000,000/each accident; $500,000/disease- each employee.

b) **Commercial General Liability**—Coverage must be affordable under an occurrence form policy, including Premise Operations, Independent Contractors Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the Southwest Georgia Regional Commission in limits not less than $3,000,000/general aggregate; $1,000,000/products-completed operations (aggregate); $1,000,000/personal injury-advertising liability; $1,000,000/each occurrence; $50,000/fire damage legal; $5,000 medical payments.

c) **Business Auto Policy**—Coverage must be afforded under an occurrence form policy, including coverage for all Owned vehicles and Non-Owned or Hired vehicles, with an additional Named Insured Endorsement in favor of the Southwest Georgia Regional Commission for a combined single limit (Bodily injury/Property Damage); personal injury protection-statutory limits; $500,000 uninsured/underinsured motorist; $1,000,000/per occurrence / $3,000,000 aggregate.

d) **Malpractice/Professional Liability Policy**—Claims based with EDP, Errors and Omissions Coverage - $1,000,000 per occurrence / $3,000,000 aggregate.

e) **Certificate of Insurance**—The Employer Liability Insurance described in Section 1(a) and the policies described in Sections 1(b) and 1(c) shall contain a waiver of subrogation in favor of the Southwest Georgia Regional Commission. The policies described in Sections 1(b) and 1 (c) shall be endorsed to indicate that coverage is primary over any valid and collectible insurance available to the Southwest Georgia Regional Commission. Certificates of all insurance required from TPO shall be filed with the Southwest Georgia Regional Commission and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the Southwest Georgia Regional Commission before operations are commenced. The Southwest Georgia Regional Commission shall be identified as an Additional Named Insured for each type of coverage required by paragraphs (a) through (c) above. The required certificates of insurance shall not only name types of policies provided, but shall also refer specifically to this contract/proposal.

2. TPO shall provide a Certificate of Insurance to the Southwest Georgia Regional Commission with a thirty (30) day notice of cancellation. In addition, the Southwest Georgia Regional Commission will be shown as Additional Named Insured, with a Hold harmless Agreement in favor of the Southwest Georgia Regional Commission. The certificate should also indicate if the cover is provided under a “claim made” or “per occurrence” form. If any cover is provided under a claims made form, the certificate will show a retroactive date (in instances of contract renewals or extensions), which should be the same date of the original/first contact or prior.

3. If the initial insurance expires to the end of the contract term, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.
Annex E
TPO Approved Annual Budget
Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION IN LOWER TIER COVERED TRANSACTION

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

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

____________________________________                _______________________         _____________
Name and Title of Authorized Representative            Signature                                   Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principle,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all certifications for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the No procurement List (Telephone 202/245-0720).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
Exhibit B
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

By: ___________________________________
    Signature of Authorized Official    Date

___________________________________
Name and Title of Authorized Official
Exhibit D

Fuel Card Use Agreement

This agreement, made and entered into as of the 1st day of July, 20__, between SOUTHWEST GEORGIA REGIONAL COMMISSION (SWGRC), a regional commission created pursuant to O. C. G. A. Sec. 50-8-32, having a mailing address of P.O. Box 346, Camilla, Georgia, 31730, as party of the first part, and (Contractor), having a mailing address of ________________________.

WITNESSETH

Whereas the parties hereto entered into a contract as of the 1st day of July, 20__, under the terms of which Contractor contracted to provide transportation services for public and human service agency clients residing in the designated service area;

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

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

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

(1) SWGRC agrees to acquire and furnish to Contractor one such fuel card for each of the vehicles operated by Contractor. SWGRC will adopt and furnish to Contractor rules, restrictions and procedures governing the use of said fuel cards, and governing methods of utilizing same and accounting to SWGRC for such use.

(2) Contractor recognizes that it is SWGRC’s obligation to assure the proper use of public funds, and agrees to utilize said cards only for the purchase of fuel used in the proper performance of its contract and in strict accordance with the rules, procedures and restrictions imposed by SWGRC. Failure to do so will be grounds for termination of the contract and in addition thereto may constitute violations of Federal and State criminal statues and subject Contractor to civil and/or criminal penalties, including fines and/or imprisonment.

(3) Contractor agrees to pay upon demand any and all amounts charged against said fuel cards by Contractor and/or any of its agents and employees. SWGRC shall have the right in its sole discretion to set off any and all of such amounts against any sums owed by SWGRC to Contractor.

(4) Contractor agrees to indemnify SWGRC and to hold it harmless with respect to all claims, injuries, and damages of all kinds resulting from Contractor's and/or its agents' and employees' violation of the terms of this amendment and/or any rules, restrictions or procedures adopted by SWGRC respecting use of the fuel cards, and/or any improper use or misuse of the fuel cards, including, without limitation of the generality of the foregoing provision, the cost of any fuel improperly purchased and/or used in violation of this amendment and/or the rules, restrictions and procedures of SWGRC.

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

SWGRC:
Southwest Georgia Regional Commission

Signature

Printed Name and Title

Date Signed By SWGRC

TPO:

Signature

Printed Name and Title

Date Signed By TPO
TRANSPORTATION SERVICE PROVIDER CONTRACT

DEPARTMENT OF HUMAN SERVICES
TRANSPORTATION SERVICES

CONTRACT BETWEEN
SOUTHWEST GEORGIA REGIONAL COMMISSION
AND

_____________________________________.

ARTICLE I – PREAMBLE

THIS CONTRACT is made and entered into as of the 1st day of July 20__, by and between the Southwest Georgia Regional Commission (SWGRC), a Regional Commission created pursuant to O.C.G.A. § 50-8-32 and having a mailing address of P. O. Box 346, Camilla, Georgia 31730, and ___________________ (TSP), having a mailing address of ____________________________.

WITNESSETH:

WHEREAS, SWGRC has a need for an operator to provide contracted transportation services for Department of Human Service clients and consumers of various agencies located in the Planning and Service Area 10 as designated by the State of Georgia; and

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

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

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

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

ARTICLE II – AREA OF SERVICE

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

All clients registered under the Human Service Providers of DHS residing in the assigned area are the responsibility of the TSP (See Annex B).

ARTICLE III - CONTRACT TERM, MODIFICATION AND TERMINATION

This contract is a year _____ extension of a previously awarded five year contract award, originally awarded July 1, 20__.

This contract shall have a term of 12 months commencing on 12:01 a.m. July 1, 20___, and terminating at 11:59 p.m. on June 30, 20__.

TERMINATION

1. **Inadequate Community Service.** SWGRC reserves the right to terminate this Contract at any time if the SWGRC Council determines that TSP is not providing adequate transportation services for DHS clients of the defined service area and as defined by the terms of this contract. The SWGRC Council reserves the right to interpret, with sound reason and prudence, any and all the terms and provisions of this contract to the general benefit and welfare of the citizens and taxpayers of Southwest Georgia.

2. **Due to Non-availability of Funds.** Notwithstanding any other provision of this contract, in the event that any of the sources of reimbursement under this contract (appropriations from the contracting entities and its governing body(s)) no longer exist or in the event the sum of all obligations of DHS incurred under all contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without any further obligation of SWGRC. The determination of the governing body of DHS of the occurrence of any of the events stated above shall be conclusive.

3. **Due to Contract Default or for Cause.** This contract may be terminated for cause in whole or in part at any time by SWGRC for failure of the TSP to perform any of the provisions hereof. Should SWGRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing specifying the reason and the termination date. The TSP will be required to submit the final contract report not later than 10 days after the date of written notice of termination. Upon termination of this contract, the TSP shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.

4. **For Convenience.** This contract may be canceled or terminated by either of the parties without cause; however, the party terminating or canceling this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of termination or cancellation. In the case the TSP initiates termination all relative documentation created, used or archived for provided service to clients shall be provided to SWGRC within 7 days of the date initiating the request for termination (documentation includes but is not limited to trip orders, client registration forms, driver information, vehicle usage information, routes used for service delivery and specific conditions of services provided).
ARTICLE IV – SCOPE OF RESPONSIBILITY

TSP RESPONSIBILITIES

TSP Agrees to:
1. Provide transportation services for those clients of any qualified DHS Human Service Provider (See Annex B for complete list of assigned agencies) that is located in the defined service area and who have been determined by the appropriate entity to be qualified and services to whom have been ordered by the appropriate Human Service Provider that are authorized by the appropriate entity coordinator within Planning and Service Area 10 to order said services;
2. Establish and maintain a local or toll-free telephone number for HSP and clients to use to order, modify, inquire and cancel trips;
3. Provide SWGRC, within three (3) days of any written or verbal request, all records and documents relevant to the services provided under this contract and as outlined in the “Recording and Reporting” section of the policies and procedure manual;
4. Utilize and maintain all capital items assigned to it and maintain them in good work condition (See Annex D for capital item inventory);
5. Take custody of and utilize to the fullest extent any DHS vehicles assigned to its service area (See Annex D for inventory). This includes performing all required maintenance and insurance coverage as outlined in Article VI;
6. If TSP elects to use those vehicles offered by DHS and/or SWGRC, the TSP will pick up and take custody of, and will be responsible for, maintaining vehicles as necessary in accordance with the SWGRC and DHS Motor Vehicle Management Manual where applicable. TSP will provide all vehicle insurance coverage in accordance with the DHS Risk Management and Article VI of this contract;
7. Adhere to all policies and procedures created by SWGRC as to fulfill the service delivery needs of this contract;
8. Adhere to all policies and procedures as outlined in the DHS Transportation Manual;
9. TSP agrees to adhere to and administer the Southwest Georgia Rural Transit System Drug and Alcohol Testing Policy as established by SWGRC;
10. Adhere to all service aspects outlined and accepted by SWGRC in TSP’s Regional Transit Request for Proposal response;
11. Fully utilize, for reporting and monitoring purposes, all aspects of the assigned software as provided at time of contract;
12. Provide, on a monthly basis, all necessary billing documentation as need for reimbursement for services. Such billing documentation shall follow the prescribed format defined by SWGRC;
13. Provide either a cash or in-kind local match for the Title IIIB funds provided by the Department of Human Service. Such amount will be indicated by SWGRC, which will be proportion to the level of Division of Aging services provided in the above describe service area.

SWGRC RESPONSIBILITIES

SWGRC Agrees to:
1. Provide TSP with all capital items, including vehicles, listed in Annex D; required local matching funds on said equipment will be provided by TSP.
2. Assist with establishing insurance coverage for any vehicle it feels necessary as to benefit the overall cost effectiveness of providing transport service for the DHS clients. Such vehicles are listed in Annex D. TSP will be required to pay the cost for such insurance;
3. Provide technical and planning assistance as needed.
4. Review and submit a sum reimbursement request to the Department of Human Services.

ARTICLE V – SCOPE OF SERVICES

SERVICES DELIVERY DESCRIPTION

TSP will be required to perform all initial and additional services as outlined by SWGRC throughout this document or any other document created for the purpose to direct transport of DHS clients and service to HSP. No service shall be denied unless requested outside reasonable limits as defined by SWGRC.

Service Delivery
1. Services will be schedule responsive for any registered and approved client of any HSP listed on Annex B. This constitutes service with a valid “client registration form” (one time submission) and “trip order” being submitted.
   a. Schedule-Responsive Service Reservation Procedures: TSP shall accept reservations for schedule-response service between 8:00 am and 3:00 pm Monday through Friday. Reservations shall be made by 3:00pm prior to the day service is requested. It is the sole discretion of the TSP to provide any trip requested after 3:00pm. The dispatcher shall utilize the assigned transit software to register and schedule any trip requested. TSP has the sole responsibility to determine if a requested trip and client are valid. TSP is not required to perform any trip requests from a HSP if proper signatures, forms or any other required documentation is not provided.
2. Hours of Service (Core Hours) – 6:00 am to 8:00 pm / (NonCore Hours) – 8:01 pm to 5:59 am / Days of Service – Monday through Sunday
3. Office Hours – 8:00 am to 5:00 pm / Days of Office Hours – Monday through Friday
4. Types of Service (See Policies and Procedures Manual for Definitions)– Ambulatory, Wheelchair, and Group
5. Rates for Service – POS rates will be set as indicated in Annex C. It is further clarified that the distance of trips be measured solely by the real-world road-network distance for a single passenger and trip from a single origination point to a single destination point with consideration of no other stop for any other passenger and shortest distance used. The assigned software and SWGRC shall have sole determination of such estimated distance. NonCore rates apply to those trips that have an “A” trip drop-off time and “B” trip pick-up time (plus reasonable time allowed to travel between origination and destination points) that fall outside of the Core Hours of Service list above. In-Area Group Trips are those trips
that are apart of any group trip traveling only within the defined Region 10 boundary. Out-of-Area Group Trips are those trips that apart of any group trip traveling outside of the defined Region 10 boundary.

SERVICES DELIVERY PROCEDURES

The following general service delivery procedures will be adhered to by TSP. Further guidelines may be established as needed by the Regional Transportation Coordinating Committee as established by DHS. Any policies developed by this committee shall be considered as part of this contract as well as any other document created to guide the services provided by HSP and their clients:

1. The TSP shall be required to follow all service guidelines outlined by the RTCC;
2. TSP drivers shall perform all trip requests related to him or her from the dispatcher as long as they are from the specified HSP in Annex B. There shall be no right of refusal other than verifiable catastrophic natural disaster;
3. TSP Dispatcher shall have fair continuous contact with all drivers with in operations;
4. The vehicles must be on time, unless extenuation circumstances beyond TSP’s or driver’s control are demonstrated. A 95% on-time performance rate is required. Notification must be given by TSP to the client and/or related HSP in the event of unavoidable delays;
5. Drivers shall offer general assistance to all passengers as needed to board and depart from the vehicle, not to exceed reasonable physical assistance; secure all wheelchairs; secure all children in child seats; and request passengers buckle their seatbelts, if applicable;
6. Drivers shall assist all Division of MHDDAD and Aging clients and all Division of Aging clients from the door of residents to inside the vehicles. Drivers are not required to assist Division of DFCS clients unless explicitly requested by HSP at time of trip order.
7. Drivers shall refrain from smoking, eating, and drinking at all times. Drivers shall inform passengers to refrain from smoking, eating, and drinking in the vehicles;
8. Drivers shall maintain a daily record of trips provided and relevant information. The format and extent of information recorded shall be determined by SWGRC;
9. Drivers shall inform TSP of any passenger complaints, thereafter, the TSP shall complete passenger complaint forms and send copies to the SWGRC no later than one (1) week from the date of the occurrence. TSP shall also resolve all complaints generated by their services as outlined in the “Passenger and Agency Complaint Procedure.”
10. The TSP shall inform the appropriate HSP representative regarding any difficulties experienced in transporting an agency client, whether related to safety, behavior or other reasons. Continued disruptive behavior will not be tolerated and will be dealt with on a case-by-case basis.

PERFORMANCE EVALUATION

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

ARTICLE VI – SCOPE OF ADMINISTRATION AND MANAGEMENT

EMPLOYMENT

Administration Staffing
TSP will be responsible for the hiring and training of all staff persons necessary for the successful transport of DHS clients.

TSP will insure that all staff members are properly trained in areas of basic transport service operations as indicated in the “Driver and Staff Qualifications and Training Guidebook” SWGRC will assist with various aspects of these training requirements and from time-to-time will request that staff attend regional enhancement training classes.

Operations Staffing
TSP will be responsible for the hiring and training of all drivers and mechanics necessary for the successful transport of DHS clients.

TSP will insure that all drivers are trained in areas of basic transit service operations as indicated in the “Driver and Staff Qualifications and Training” section of the policies and procedures manual. SWGRC will assist with various aspects of these training requirements and from time-to-time will request that drivers attend regional driver enhancement training classes.

VEHICLES

TSP agrees to take possession of and maintain said vehicles on Annex D. TSP also agrees to pay the cost of such maintenance.

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

INSURANCE

General Coverage
TSP will maintain insurance coverage as outlined in Annex E. TSP agrees to name SWGRC as an additional insured on the public liability and property damage policy. In addition, TSP agrees to maintain a professional liability and errors and omissions policy having limits of not less than $1,000,000. TSP further agrees that said policies shall contain a provision that said policies shall not be canceled without giving SWGRC notice. SWGRC shall be furnished certificates of said policies within 60 days of contract execution.

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

Vehicle Insurance
TSP shall be required, unless otherwise agreed upon by SWGRC, to provide insurance coverage for said vehicles listed in Annex D. Such insurance coverage shall be in accordance with the DHS Risk Management and Annex E of this contract. TSP shall pay SWGRC any immediate costs associated with such coverage if warranted.

ACCIDENT REPORTING

TSP and Drivers shall report any accidents to SWGRC within one (1) hour of the occurrence or, if the offices are closed, by 8:00 A.M. on the following workday. The driver shall give TSP a copy of the investigating officer’s accident report. The TSP shall send copies of the report to SWGRC within three (3) working days from the date of the accident.

TSP, Staff or Drivers shall report any non-vehicular accidents to SWGRC within one (1) working day of occurrence or, if the offices are closed, by 8:00 A.M. on the following workday. TSP shall write a complete report of such accidents indicating the cause, resolution and preventive action taken.

AUDITING

TSP shall maintain an acceptable accounting and filing system in according with Federal and State Regulations. TSP will be required to provide for an independent audit at the two months prior to the end of the contract period. The audit shall be performed by a certified or licensed independent auditor. Further details are included in OMB Circular A-126.

ARTICLE VII – EXPENSES AND INVOICING

EXPENSE REPORTING AND INVOICING

Expenses: TSP shall be required to submit a monthly expense report relative to the cost of performing outlined transportation services of this contract. Such format for expense reporting will be directed by the SWGRC.

Invoicing: TSP shall submit monthly invoices to SWGRC as part of the Monthly Report. SWGRC shall prepare and submit monthly the DHS Reimbursement Form, together with TSP Monthly Invoice attached. SWGRC shall reimburse TSP within 45 days of the last day of the month of service or within 15 days of payment received from DHS, which ever is shortest.

RIGHT TO SUSPEND CONTRACT/PAYMENT

SWGRC reserves the right in its sole discretion to suspend the contract/payment for services in whole or in part if it appears to SWGRC that the TSP is failing to comply with the quality of service or the specified completion of scheduled duties required under this contract and the specified policies, procedures, formats and requirements as directed by SWGRC. Further proof of reimbursable expenses shall be required prior to payment thereof, and/or required improvement, at the discretion of SWGRC, in the programmatic performance or service delivery.

COLLECTION OF AUDIT EXCEPTIONS

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

ARTICLE VIII – COMPUTER SOFTWARE UTILIZATION

TSP agrees to utilize to the fullest extent the transit software “______________” provided by SWGRC for the management of the transport of DHS clients. This includes, but is not limited to; client and consumer management, trip orders, vehicle scheduling, driver information, verification, log summary, billing and invoicing, financial reporting and any other aspect of data collection, reporting and management.

TSP agrees to reimburse SWGRC for the cost of utilizing and maintaining the ______________ software, or any component of, for each Sub-region assigned to the TSP.

ARTICLE IX – LIABILITY AND INDEMNITY

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

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

ARTICLE X – NO ASSIGNMENT WITHOUT CONSENT

Neither party may assign or permit the assignment, subcontracting or delegation of this contract, in whole or in part, whether voluntarily, involuntarily or by operation of law, without the express written consent of the other party. For purposes of this contract, a sale or transfer of all or substantially all of TSP’s assets or the sale or transfer of voting control of TSP shall be deemed to be an assignment of his contract. No assignment of this contract shall relieve the assigning party of responsibility or liability for any of its duties and obligations hereunder.

Only upon direct contract by the Executive Director of SWGRC, subTSPs approved by SWGRC may be used on a limited basis. Such use shall not relieve TSP from full responsibility under the contract.

ARTICLE XI – SUCCESSORS AND ASSIGNS

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

ARTICLE XII – FEDERAL REGULATORY COMPLIANCE

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

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

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

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

ARTICLE XIV – MISCELLANEOUS

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

SWGRC employs TSP as an independent TSP and not as an employee or agent of SWGRC.

SWGRC reserves the right to exempt TSP of any and all parts of this contract governed by SWGRC.

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

ARTICLE XV – CONTRACT ANNEX, EXHIBIT AND ATTACHMENT INCLUSION

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

Annex A  Definitions
Annex B  Human Service Provider Assignment
Annex C  Schedule of Reimbursement
Annex D  Assigned Vehicle Inventory
Annex E  Insurance Requirements

Exhibit A  Certification Regarding Debarment
Exhibit B  Certification Regarding Lobbying
Exhibit C  DHS Property Management Requirements
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated.

SWGRC:  
Southwest Georgia Regional Commission  

______________________________  
Signature  

______________________________  
Printed Name and Title  

______________________________  
Date Signed By SWGRC  

TSP:  

______________________________  
Signature  

______________________________  
Printed Name and Title  

______________________________  
Date Signed By TSP  

______________________________  
Federal Employer ID #
Annex A

DEFINITIONS

**TSP** – Transportation Service Provider. A vendor, private and public, contracted with for the actual provision of transportation services and/or operations. Commonly referred to in this document as the “TSP” and may be referred to as “SubTSP.”

**Human Service Provider (HSP)** – Qualified and identified local Department of Human Service agencies that require transportation service for qualified clients. (i.e. Thomas County DFCS)

**Planning and Service Area Region 10** – Covers the counties of Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas, and Worth.

**Transport Trip** – A fully payable trip is considered to be any service that carries a registered client from one location to another in response to a valid HSP request. Only trips originating in the counties of Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas, and Worth will be considered.

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

**Assigned Vehicle** – Any of the vehicles listed on Annex D. All other vehicles are considered “Private” and may be required to perform contracted transportation services.

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

**SWGRC Vehicle** – Any vehicles owned by the Southwest Georgia RC and used by TSP for DHS related transit services.

**Private Vehicle** – Any vehicles privately owned by TSP and possibly used for transit services.
Annex B

HUMAN SERVICE PROVIDER ASSIGNMENT

Department of Human Service

Division of Family and Children Services

Division of Mental Health, Developmental Disabilities and Addictive Diseases

Division of Aging Services
Annex C
SCHEDULE OF REIMBURSEMENT

Core Trips

<table>
<thead>
<tr>
<th>Division of Aging:</th>
<th>$/trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behavioral Health &amp; Developmental Disabilities (DBHDD):</td>
<td>$/trip</td>
</tr>
<tr>
<td>Department of Family and Children Services (DFCS):</td>
<td>$/trip</td>
</tr>
<tr>
<td>TANF Eligible Addictive Disease/Substance Abuse:</td>
<td>$/trip</td>
</tr>
<tr>
<td>TANF Eligible Child Support:</td>
<td>$/trip</td>
</tr>
</tbody>
</table>

Special Rates

<table>
<thead>
<tr>
<th>Long Distance Trips (50-75 Miles): Any trip (other than DFCS) over 50 miles one way and no more than 75 miles (will only include mileage for the passenger trip being counted as long distance).</th>
<th>$/trip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Distance Trips (&gt;75 Miles): An hourly rate for the transport time of any long distance trip over 75 miles one way (will only include mileage for the passenger trip being counted as long distance).</td>
<td>$/hour</td>
</tr>
<tr>
<td>Field (Group) Trip Hourly: Any field (group) trip with more than three passengers originating at a designated location, transported to a designated location, and arriving back at the same location. These trips are not charged per passenger.</td>
<td>$/hour</td>
</tr>
<tr>
<td>Daily Trip Rate: Any group or individual trip that requires the use of a vehicle for 8 hours or more in a single day.</td>
<td>$/day</td>
</tr>
</tbody>
</table>

Contractor agrees that the above Schedule of Reimbursement is correct.

Contractor’s Signature

Date
## Annex D

### Assigned Vehicle Inventory

<table>
<thead>
<tr>
<th>County</th>
<th>Year</th>
<th>Make</th>
<th>Passenger Access</th>
<th>GDOT#</th>
<th>Last 4 of VIN</th>
</tr>
</thead>
</table>

**Any new vehicles replacing the above listed vehicles during the fiscal year(s) of this contract are under the same requirements as defined in this contract as those listed.**

TSP agrees that the above capital inventory is correct.

(TSP) Signature

Date
Annex E

INSURANCE REQUIREMENTS

1. TSP shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) through (c) inclusive below. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements.

   a) **Worker's Compensation**—Coverage to apply for all employees for STATUTORY limits in compliance with applicable state and federal laws; If any operations are to be undertaken on or about navigable waters, coverage must be include for the USA Longshoremen & Harbor Workers Act and Jones Act; In addition, the policy must include EMPLOYERS LIABILITY for limits of $1,000,000/each accident; $500,000/disease- each employee.

   b) **Commercial General Liability**—Coverage must be affordable under an occurrence form policy, including Premise Operations, Independent Contractors Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the Southwest GA RC in limits of not less than $1,000,000 per occurrence / $3,000,000 aggregate.

   c) **Business Auto Policy**—Coverage must include, but not be limited to, liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor’s Personnel in the performance of this contract for an amount not less than $1,000,000 per occurrence/$3,000,000 aggregate policy limits.

   d) **Malpractice/Professional Liability Policy** – coverage with EDP, Errors and Omissions Coverage for not less than $1,000,000 per occurrence/$3,000,000 aggregate policy limits.

   e) **Commercial Umbrella Policy** – An umbrella policy may cover the aggregate policy limits required herein. There must be no gap between the $1,000,000 and $3,000,000 policy limits and the umbrella policy must follow the form of the underlying $1,000,000 primary policy.

   f) **Certificate of Insurance**—The Employer Liability Insurance described in Section 1(a) and the policies described in Sections 1(b) and 1(c) shall contain a waiver of subrogation in favor of the Southwest Georgia Regional Commission. The policies described in Sections 1(b) and 1(c) shall be endorsed to indicate that coverage is primary over any valid and collectible insurance available to the Southwest Georgia Regional Commission. Certificates of all insurance required from TSP shall be filed with the Southwest Georgia Regional Commission and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the Southwest Georgia Regional Commission before operations are commenced. The Southwest Georgia Regional Commission shall be identified as an Additional Named Insured for each type of coverage required by paragraphs (a) through (c) above. The required certificates of insurance shall not only name types of policies provided, but shall also refer specifically to this contract/proposal.

2. TSP shall provide a Certificate of Insurance to the Southwest Georgia Regional Commission with a thirty (30) day notice of cancellation. In addition, the Southwest Georgia Regional Commission will be shown as Additional Named Insured, with a Hold harmless Agreement in favor of the Southwest Georgia Regional Commission. The certificate should also indicate if the cover is provided under a “claim made” or “per occurrence” form. If any cover is provided under a claims made form, the certificate will show a retroactive date (in instances of contract renewals or extensions), which should be the same date of the original/first contact or prior.

3. If the initial insurance expires to the end of the contract term, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.
Exhibit A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

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

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

____________________________________                          _______________________         _____________
Name and Title of Authorized Representative     Signature              Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principle,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all certifications for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the No procurement List (Telephone 202/245-0720).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
Exhibit B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Loans and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the exercising 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 undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including SubTSPs, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

By: ____________________________________________
(Signature of Official Authorized to Sign)                     Date:
TSP agrees:

A. That all DHS property assigned to the TSP during the term of this contract and all previous contracts is property of the State of Georgia and DHS and is subject to the rules and regulations of DHS throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Asset Services Section.

B. To adhere to all policies and procedures as promulgated in the DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and the Vehicle Management Manual, which are by reference made a part of this contract. TSP understands the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage, or theft as contained in the property manual and understands that they shall be followed.

C. For any DHS owned vehicles operated under this contract, the TSP agrees to submit to the DHS the Utilization and Date Report furnished by the Asset Services Section in accordance with the DHS Vehicle Management Manual, Chapter 4, Page G.

D. In the event that this contract is terminated prior to expiration or is not renewed, TSP agrees to properly transfer or dispose of all state property as follows:
   
   a. Prepare Form 5086, Equipment Status Change, listing all state equipment in the TSP’s possession and send this form to the Department of Human Services - Office of Technology and Support - Regional Transportation Coordinator for final determination.

   b. Upon notification by the Office of Technology and Support, TSP agrees to transport the state property to the designated state surplus facility. Expenses incurred by the TSP in transporting this equipment may be charged to the terminated contract.

The DHS Property Coordinator will confirm, by written notification to the Office of Technology and Support that all surplus property listed on completed Form 5086 has received proper transfer or disposition.

By: _______________________________________ Date:______________________

(Signature of Official Authorized to Sign)
ADDENDA ACKNOWLEDGMENT

Proposer: _____________________________________________________________

Project Title: ___________________________________________________________

Project ID: _____________________________________________________________

Addendum No.___________________________________,         Date ___/___/___

Addendum No.___________________________________,         Date ___/___/___

Addendum No.___________________________________,         Date ___/___/___

Addendum No.___________________________________,         Date ___/___/___

Addendum No.___________________________________,         Date ___/___/___

Addendum No.___________________________________,         Date ___/___/___

Addendum No.___________________________________,         Date ___/___/___

Addendum No.___________________________________,         Date ___/___/___

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

I acknowledge receipt of all above listed addendums.

Print Name: __________________________________________________________________

Signature: ___________________________________________________________________

Title: _______________________________________________________________________

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

**GDOT Section 5311 Public Administrative Guide (2012)**


**FTA Master Agreement**


**FY18 TSS (DHS) Transportation Manual**