

**REQUEST FOR PROPOSALS (RFP) #408.19
THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

1. NOTICE TO PROPOSERS

Three Rivers Regional Commission, hereinafter referred to as the "Commission" or "TRRC", invites proposals for a service provider, hereinafter referred to as the "TPO", for the operation of the TRRC 7-County Section 5311 public transit service and the Coweta County 5311 public transit service including services ordered by the Georgia Department of Human Services (DHS).

In this Request for Proposals (RFP) and subsequent contract references to "Three Rivers Regional Commission," "Commission," or "TRRC" shall also include "Coweta County."

The initial contract term shall be nine months with an option at the discretion of the Commission to extend for four (4) additional years. This public transit service is a federal and state subsidized service through 49 USC Section 5311, Federal Transit Administration Other than Urbanized Areas Transit Fund Program. Funding may also be provided through other FTA programs including 5307 Urbanized Area Formula Grants and 5310 Enhanced Mobility of Seniors and Individuals with Disabilities and other federal and state programs which may be available. Copies of the Request for Proposal (RFP) document may be obtained from:

Three Rivers Regional Commission Transit
Contact Person: Pavielle Ludlow
Telephone Number: (678) 692-0510
Email Address: pludlow@threeriversrc.com

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

The RFP includes the Terms and Conditions and Technical Specification defining the requirements of the Commission and identifies all significant evaluation factors, listed in descending order of importance.

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

The RFP is publicly advertised and issued to all requesters.

There will be a non-mandatory Preproposal Conference on **October 22, 2019 at 11:00 AM** at the offices of the **Three Rivers Regional Commission Office, 120 N. Hill St., Griffin, Georgia**. A conference line will be available as an option to appearing in person. Prospective bidders who will be utilizing the conference line must submit the name of attendee, company, and contact information to Pavielle Ludlow, Transit Program Manager, pludlow@threeriversrc.com before 11:00 AM EST on October 21, 2019.

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

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

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

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

Public receipt of proposals will be held. **Proposals must be received by 12:00 PM on November 19, 2019 Eastern Standard Time at the Three Rivers Regional Commission Administration Office.** After such time on the same day, proposals will be publicly acknowledged **in the Three Rivers Regional Commission Office, 120 N. Hill St., Griffin, Georgia. Proposals shall be clearly marked and sealed.** The Commission will then distribute the proposals to the evaluation committee for review. The proposals will be kept confidential until the evaluation is complete.

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

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

Discussions will not disclose information contained in competing proposals.

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

PROSPECTIVE PROPOSERS MAY SUBMIT QUESTIONS CONCERNING THE PROPOSAL. QUESTIONS MUST BE SUBMITTED BY October 25, 4:00 PM EASTERN STANDARD TIME. QUESTIONS MUST BE SUBMITTED IN WRITING. EMAIL SUBMISSION OF QUESTIONS IS PREFERRED. QUESTIONS SHOULD BE DIRECTED TO:

Three Rivers Regional Commission
Transit Contact Person: Pavielle Ludlow
Telephone Number: (678) 692-0510
Email Address: pludlow@threeriversrc.com

Response to Questions:

A response to questions received in writing will be sent to all parties as an addendum to the RFP and posted to the Three Rivers Regional Commission website. Only a written addendum to the RFP shall change the RFP language. The Commission shall not be responsible for oral interpretations.

ALL PROPOSALS MUST BE RECEIVED BY 12:00 PM, EASTERN STANDARD TIME ON NOVEMBER 19, 2019. NO PROPOSALS SHALL BE ACCEPTED AFTER THIS TIME AND DATE.

All correspondence and sealed proposals shall be directed to: Three Rivers Regional Commission Transit; Attn: Pavielle Ludlow; 120 N. Hill St., PO Box 818, Griffin, GA 30224; pludlow@threeriversrc.com. **One (1) original and five (5) copies** of the proposal should be submitted to the Commission for review. The Commission will not be responsible for any costs incurred by Proposers in response to this Request for Proposals (RFP).

REQUESTS FOR EXCEPTIONS, DEVIATIONS OR APPROVED EQUALS TO THE REQUEST FOR PROPOSALS AND/OR SPECIFICATIONS MUST BE SUBMITTED TO THE THREE RIVERS REGIONAL COMMISSION NO LATER THAN 4:00 PM, EASTERN STANDARD TIME, ON NOVEMBER 5, 2019.

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

2. INTRODUCTION

The Commission has chosen to initiate an RFP for the operation of rural public transit service, tentatively to begin operation on January 2, 2020. The purpose of this Request for Proposals (RFP) is to secure the services of a transportation service provider to provide all operations of this service as generally described in this RFP (known as transit service), including service enhancement planning, in accordance with all Commission policies, standards, and procedures.

Three Rivers Regional Commission Transit maintains both a Section 5311 program and a Department of Human Services (DHS) program. The Services provide door-to-door transit services to business, commercial, and activity centers in Three Rivers Regional Commission areas and is funded with federal, state, and local dollars. Trips are scheduled by calling (855) 407-7433 at least 24 hours in advance for next day service, dependent upon availability.

Trips must be within Three Rivers Regional Commission area and are generally scheduled between the hours of 8am – 5pm. The Three Rivers Regional Commission Transit shuttle vans will come to any address to pick up or drop off. The regional public transportation program provides public transportation for residents of Butts, Carroll, Lamar, Meriwether, Pike, Spalding, Upson and Coweta counties. The regional public transportation program is administered by the Three Rivers Regional Commission on behalf of its participating governments. The Counties of Butts, Lamar, Pike, Spalding, and Upson allow vehicles to cross county line within the five counties. Carroll County and Coweta County currently do not cross county lines. Meriwether crosses county lines under specific guidelines.

The program uses a “demand response” model, meaning that there are no fixed routes, stops, or pick-up times. Reservations for next day service must be scheduled in advance by 12 noon or earlier. Daily routes are generated based on destinations requested. Rides are “first come-first served” dependent upon availability. Peak times are expected to be between 8-10 am and 2-5 pm and, conversely, more capacity is available during off-peak times, 10am – 2pm. Service is provided Monday through Friday, excluding Commission-observed holidays. The program is designed and available for anyone who needs transportation within Three Rivers Regional Commission Transit area.

This solicitation is expected to result in three contracts. The TRRC 5311 program operating 22 buses in seven counties with 16,900 public trips and 65,800 DHS trips; the Coweta County service operating 6 buses with 8,100 public trips and 28,200 DHS trips; and, the TRRC DHS contract which includes the terms and conditions related to the DHS program.

3. SCOPE OF WORK

General. The Commission is seeking an outside TPO or firm to provide the operation of its public transportation and Department of Human Service services. It is the intent of this RFP to select one or more Contractors who will be paid on a Service Hour basis with all revenues including passenger fares and human service agency contracts retained by the TRRC. Contractors will be required to execute three contracts including TRRC 5311 contract, Coweta 5311 contract, and TRRC DHS contract.

The initial contract term will be for the period beginning January 1, 2020 through September 30, 2020. The contract will have options to renew for four (4) additional one (1) year contract periods with a contract period of October 1 to September 30 of each year at the sole discretion of the Commission and Coweta County.

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

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

A. Service Description.

- a. Provide public transit services to citizens within Three Rivers Regional Commission area;
- b. Coordinate with human service transportation programs within Three Rivers Regional Commission area;
- c. Receive and monitor telephone calls from potential passengers, dispatch trips, and offer referral services to outside transportation providers when necessary;
- d. Provide day to day oversight for the overall transportation system;
- e. Meet all reporting requirements in both the 5311 and DHS programs; and
- f. Deliver a provision of services in a manner to guarantee a high level of quality assurance.

B. Service Area. Service area is to include all of Three Rivers Regional Commission with no public trips to be conducted outside of the Commission area. The Counties of Butts, Lamar, Pike, Spalding, and Upson can cross county lines into one another. Carroll County, and Coweta County currently do not cross county lines and Meriwether can cross county lines under specific guidelines. Three Rivers provides a demand response service modal and has no fixed routes.

C. Service Days and Hours. Service hours for the Demand Response public transit are currently Monday through Friday, 8 am to 5pm with reservations made at least 24hrs in advance. Future service hours may be extended and fixed routes or route deviation services may be added at the Contractor's service hour rate for that contract period. The Department of Humans Service trips are performed Sunday to Saturday through a 24hrs time period as requested by Human Service Centers. Observed holidays are listed below.

New Year's Day
Martin Luther King, Jr.'s Birthday
President Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Holiday
Day before Holiday
Christmas Day

D. Department of Human Service Programs. Transportation services are provided statewide in all 159 Georgia counties. Under the Coordinated Transportation Program, transportation services are designed, coordinated, and monitored through the Regional Transportation Office staff assigned to each DHS region. Coordinated Transportation allows for greater access to human services for the elderly, the disabled, and those with limited transportation options, while encouraging a more efficient method of mobility for our consumers. It eliminates duplicated transportation efforts and more effectively utilizes the vehicle fleet.

The Coordinated Transportation Program is administered through the DHS Office of Facilities and Support Services, Transportation Services Section (TSS). Responsibilities of the TSS include, but are not limited to: the development of policies that ensure quality services; technical assistance; establishment of a data system for program monitoring; an evaluation program for determining

effectiveness; and development of statewide public relations plans.

The coordinated system operates through a series of purchase of service contracts within each region. Providers are a mix of governmental entities, for-profits, and private non-profits. The TSS manages the transportation provider contracts and provides region and Department level leadership in this effort.

TSS operates 12 regions throughout the state. Three District Operations Managers oversee three districts (four regions each) and provide oversight for each Regional Transportation Office (RTO) and the counties within their service areas.

It is the policy of the Georgia Department of Human Services (DHS) to provide quality and cost-effective transportation to eligible DHS consumers for those vital services designed to enhance health, independence and self-sufficiency. This effort will be provided statewide through Coordinated Transportation systems that deliver quality service.

The Georgia Department of Human Services (DHS) includes the Division of Aging Services (DAS), Division of Family and Children Services (DFCS), and Division of Child Support Services. The Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) and the Georgia Vocational Rehabilitation Agency (GVRA) provide funding for transportation services for consumers. Recognizing the importance of transportation in linking people with services and opportunities, DHS developed a statewide transportation system to meet the specialized transportation needs of its clients who are elderly, mentally and physically disabled and/or low-income. DHS provides quality and cost-effective transportation to eligible DHS consumers for those vital services designed to enhance health, independence and self-sufficiency. The services in the Commission area will expand to other identified public entities in the future. This effort is provided statewide through Coordinated Transportation systems that deliver quality service through coordination with:

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

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

- E. Vehicles.** The seven TRRC counties currently have a fleet of 22 shuttlebus vehicles listed in Table 1. Additional vehicles may be added during the contract term.

Table 1: TRRC Vehicles

Veh. Number	MAKE	Year	VIN #	TAG#	OWNER	Odometer as of 8-30-19
3716	Ford	2016	1FDEE35S09DA90805	GV0365J	Butts	78,274
3927	Ford	2018	1FDEE3FS0HDC78647	GV6068L	Carroll	35,935
3928	Ford	2018	1FDEE3FS8HDC78985	GV6066L	Carroll	40,595

Veh. Number	MAKE	Year	VIN #	TAG#	OWNER	Odometer as of 8-30-19
3929	Ford	2018	1FDEE3FS7HDC77861	GV6069L	Carroll	30,669
3930	Ford	2018	1FDEE3FS8HDC77870	GV6071L	Carroll	7,071
3931	Ford	2018	1FDEE3FS6HDC78841	GV6070L	Carroll	16,286
3932	Ford	2018	1FDEE3FS4HDC78854	GV6067L	Carroll	33,465
3933	Ford	2018	1FDEE3FS3HDC78926	GV2952K	Lamar	53,948
3934	Ford	2018	1FDEE3FS0HDC78933	GV2953K	Lamar	65,906
3501	Ford	2015	1FDEE3FSXFDA07231	GV2194F	Meriwether	216,100
3502	Ford	2015	1FDEE3FS8FDA12122	GV2193F	Meriwether	173,453
4041	Ford	2018	1FDEE3FS5JDC32472	no tag yet	Meriwether	14,210
3574	Ford	2016	1FDEE3FS3GDC03335	GV0950F	Pike	213,610
3571	Ford	2016	1FDEE3FS5GDC03336	GV8381F	Spalding	141,571
3572	Ford	2016	1FDEE3FS7GDC03337	GV8383F	Spalding	141,884
3573	Ford	2016	1FDEE3FS8GDC03346	GV8379F	Spalding	154,601
3575	Ford	2016	1FDEE3FSXGDC03347	GV8382F	Spalding	145,420
3576	Ford	2016	1FDEE3FS0GDC03339	GV8380F	Spalding	163,482
3577	Ford	2015	1FDFE4FS7FDA32906	GV3343F	Upton	145,142
3713	Ford	2017	1FDEE3FS7HDC35500	GV0013L	Upton	112,945
3714	Ford	2016	1FDEE3FS9HD635465	GV0012L	Upton	108,752
3935	Ford	2016	1FDEE3FS8HDC78856	GV8199L	Upton	157,295

The Coweta service will be operated with a fleet of 6 shuttle buses provided by GDOT and owned by the Coweta County. Additional vehicles may be added during the contract term.

Table 2: Coweta Vehicles

Veh. Number	MAKE	Year	VIN #	TAG#	OWNER	Odometer as of 9-30-19
3836	Ford	2017	1FDEE3FS9HDC57451	GV7946K	Coweta	90,389
3957	Ford	2018	1FDEE3FS8HDC78968	GV0109M	Coweta	45,006
3958	Ford	2018	1FDEE3F54HDC78983	GV0108M	Coweta	49,778
4033	Ford	2018	1FDEE3FSXJDC32421	GV0156L	Coweta	18,831
4034	Ford	2018	1FDEE3FS8JDC32417	GV0154L	Coweta	10,251
4035	Ford	2018	1FDEE3FS1JDC32419	GV0155L	Coweta	13,786

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

G. Scheduling Software. Scheduling and dispatch software are mandated by Georgia Department of Transportation, or "GDOT". GDOT provides tablets and the dispatch software for the 5311 vehicles. DHS provides service ordering software to purchase services for DHS clients. The TPO will be responsible for securing and maintaining TPO staff computers for the transit services including

access to the GDOT and DHS systems.

- H. **Current Fares.** – The TPO is responsible for collecting general public fares based upon the following schedule.

Fares (One Way)	
Butts:	\$2.00
Carroll:	\$3.00
Lamar:	\$2.00
Meriwether	\$3.00
(Meriwether has out of county trips to select locations for \$10.00 one way.)	
Pike:	\$2.00
Spalding:	\$2.00
Upton:	\$2.00
Coweta:	\$3.00

- I. **Ridership and Operational Data.** Annual passenger trips and vehicle miles for the transit service for the most recent year are shown below in Table 3. These numbers are for planning purposes only and not a guarantee of any kind by the Commission of the number of hours or miles of service to be delivered by the TPO. TRRC at its option will establish the number of daily, monthly and annual service hours to be operated based upon available funding. Payments to the TPO will be restricted to the budgeted hours and funding included in the annual contract. Without prior written permission approved by the Three Rivers Regional Commission Board, the TPO will not operate any service hours above the approved contract limits. All revenues including passenger revenues and DHS revenues received from services provided on the 5311 vehicles or vehicles leased for the 5311 service will be the property of TRRC.

Table 3: Ridership and Operational Data

FY2019	5311 Trips	DHS Trips	Service Hours	Miles	# 5311 Vehicles
Butts	845	5,394	2,353	35,936	1
Carroll*	3,516	7,091	8,338	137,053	6
Lamar	1,256	8,711	4,959	98,778	2
Meriwether	2,498	6,077	5,144	102,095	3
Pike	867	4,378	2,429	55,001	1
Spalding	5,543	20,888	10,232	166,944	5
Upton	2,369	20,311	10,159	176,804	4
TRRC 7 County Total	16,894	72,850	43,614	772,611	22
Coweta County	8,133	28,159	14,681	234,249	6

*FY19 was Carroll County's first year of public transit.

- J. **Service Hour Definition.** A service hour is the time when a vehicle and driver has departed from the operating base and is available for transporting passengers. A service hour may include deadheading time to and from parking locations but does not include any time where a vehicle is not available due to equipment defect or being transported for maintenance, or when a driver is not being paid such as lunch breaks. Contemporaneous driver manifests must be provided with invoices to document service hours. Breaks in service time greater than 30-minutes will not be paid.
- K. **Contract Turnover Procedure.** Upon termination of the contract, the TPO shall follow the procedure provided in Exhibit C and return all TRRC owned facilities, vehicles and equipment to TRRC ready for use, in sound mechanical and operating condition with no deferred maintenance or damage, normal wear and tear excepted.
- L. **Ownership of Operating Records.** All operating data prepared or created during the course of this contract including but not limited to driver manifests, client information, drug and alcohol testing records

and vehicle maintenance records shall be the property of the TRRC. At contract turnover and at any other time the TRRC makes a request for operating records, the TPO shall provide these operating records and documents in an electronic format determined by the TRRC at no additional cost to the TRRC.

- M. Price Negotiation.** Following selection of the proposed contractor, TRRC may negotiate the price proposal to add or delete cost elements applicable to individual counties. The subsequent service hour rates may be different as a result of maintenance services, office facilities, insurance policies or other services provided by individual counties.

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

- A. Facility.** The successful TPO shall provide an office within the TRRC service area for local supervisory staff, call center employees and bus operators. This office space must be of sufficient size to support a call center and allow bus operator training. TRRC in cooperation with participating local jurisdictions will provide secure bus parking at locations listed in Table 4.

Table 4: Parking Locations

Jurisdiction	Location	# Buses
Spalding County	Spalding County Public Works Yard 1515 Williamson Zebulon Rd A, Griffin, GA 30224	12
Carroll County	Carroll County Public Works 34 Horsley Mill Rd, Carrollton, GA 30117	6
Coweta County	Coweta County 911 Center 195 International Park, Newnan, GA 30265	6
Lamar County	Lamar Senior Center 106 Veterans Dr, Barnesville, GA 30204	2
Upson County	Upson Senior Center 302 S Bethel Street Thomaston, GA 30286	2

- B. Fleet Management.** The TPO shall have sole responsibility for preventative maintenance, repair, and cleaning of all vehicles. The TPO shall provide a vehicle maintenance program, including preventative maintenance, to ensure vehicle maintenance and cleaning is performed so that sufficient numbers of vehicles are available to properly provide service at all times. The TPO shall properly document all preventative maintenance, repairs, and cleaning and allow for the inspection of such documentation by the Commission upon demand. Preventative maintenance inspections must be regularly accomplished at intervals that meet or exceed all applicable state or federal requirements and the manufacturer's recommended standards, procedures, and intervals. At a minimum, these inspections must be completed so that 80 percent or more are on-time considering a 10 percent mileage variance. The TPO shall repair all safety and ADA-related deficiencies identified in the inspections before placing the vehicle back in revenue service. All non-safety deficiencies shall be repaired within seven (7) calendar days. Vehicles with deficiencies are subject to re-inspection by the Commission to ensure that corrective repairs are properly made.

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

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

- C. Staffing and Supervision.** The TPO shall be responsible for hiring and properly training all personnel necessary to successfully complete the project including drivers, dispatchers, and supervisors. Costs for all personnel, including drivers, supervision and management, and other necessary staff, shall be included in the TPO's proposed cost per unit. To ensure the highest quality of service, the Commission requires that the TPO meets the minimum staffing requirement included in Table 5. The TPO shall appoint a General Manager located convenient to the Three Rivers Regional Commission area, who has overall responsibility for managing the transit service program efficiently and effectively. The TPO's General Manager shall be regularly accessible to the Commission's Transit Manager to deal with daily operational issues and to resolve policy issues. The General Manager shall be the point of contact for communication between the Commission's Transit Manager and the TPO regarding aspects of the service and its management. The TPO shall maintain a Supervisor on-duty and accessible during all hours that transit service is in operation. The TPO shall also provide an emergency contact person to the Commission for unforeseen circumstances outside normal service operating hours. Telephone information lines shall also be staffed by knowledgeable and courteous customer information personnel. The TPO shall be responsible for providing service in a safe, efficient, and effective manner.

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

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

Table 5: Minimum Staffing Requirements

<u>Minimum Staffing Requirements</u>		
Position	Responsibility	Minimum Required
<u>Management</u>		
General Manager	Primary contact for the Commission, Responsible for management of Operations and Maintenance managers	1
TRRC Operations Manager	Responsible for day to day management of Dispatchers and drivers	1
Coweta Operations Manager	Responsible for day to day management of Dispatchers and drivers	1
<u>Non-management Staff</u>		
Dispatcher/Scheduler		3
Driver	Needs of the Business	

- D. TPO Driver Responsibilities.** The primary responsibility of the TPO's drivers shall be the safe operation of vehicles and safe transport of transit service customers. The TPO shall take all necessary steps to ensure that drivers and other TPO employees are properly trained and proficient with respect to all elements of safety in the operation of vehicles and transport of passengers. Driver responsibilities include but are not limited to the following:
- Conducting a proper pre-trip inspection of the vehicle prior to leaving the facility and documenting the inspection.

- Wearing seat belts at all times while vehicles are in operation.
- Ensuring that passengers are encouraged to wear seat belts where available at all times while vehicles are in operation.
- Using the highest degree of care in loading, unloading, and securing all wheelchairs, scooters and other passenger accessibility devices.
- Properly assisting all passengers with safe entry and exit from the vehicle.
- Driving safely and displaying proper respect and courtesy to other motorists, bicyclists or pedestrians.
- Obeying and following all traffic laws and regulations at all times.
- Not driving any transit service vehicle while under the influence of alcohol or drugs.
- Reporting all vehicle or passenger accidents immediately to the TPO's General Manager.
- Not leaving the scene of any vehicle or passenger accident without the permission of proper authorities and/or the TPO's General Manager.
- Utilizing all safety and emergency equipment properly and at appropriate times.
- Having valid driver's license and Department of Transportation (DOT) medical exam in possession at all times while operating TPO's vehicle.
- Reporting operational issues to the TPO's dispatcher promptly.
- Treating all passengers and the general public with courtesy and respect at all times.
- Respect all riders of the transit system and use best efforts to keep tensions low and ensure safety at all times when dealing with difficult users or situations.
- Having good knowledge of the service area to ensure efficient and effective service.
- Collecting proper fares from all passengers.
- Notifying the TPO's General Manager prior to leaving a scheduled pickup if the customer is a no-show.
- Legibly recording actual pickup and drop-off times on the daily driver manifest as well as actual mileage, no shows, cancellations, and any other pertinent data.
- Wearing official uniforms in a neat and appropriate manner.
- Properly identifying themselves to customers upon request.
- No eating, drinking, smoking or playing loud music while operating a vehicle.
- Providing for customer comfort by keeping the vehicle interior at comfortable temperatures at all times.
- Not entering any customer's home or other private residence at any time.
- Turning the vehicle engine off and removing the keys from the ignition and carrying them on the driver's person in the event the driver has to leave the vehicle.
- Allowing ambulatory passengers to use the wheelchair lift upon request of the passenger.

E. Marking of Transit Vehicles. The Commission, in cooperation with GDOT, is responsible for ensuring all vehicles are marked as public transit vehicles. All vehicles must be marked with the system name, logo, and telephone number. Transit vehicles must also contain DHS and GDOT required information.

F. Billing. The TPO shall invoice the Commission monthly using the Invoice Template shown in Exhibit I. All invoices shall be timely and correct with accurate and complete manifests supporting all Service Hours invoiced. The Commission may return invoices unpaid until complete and accurate supporting documents have been provided. TPO shall use Exhibit E for billing purposes. Fare revenue collected by the TPO for the month and fuel purchased through the Wright Express program will then be deducted from the base reimbursement. Maintenance and technology costs shall be included in the billing unit rate.

TRRC at its option will establish the number of daily, monthly and annual service hours to be operated based upon available funding. Payments to the TPO will be restricted to the budgeted hours and funding included in the annual contract. Without prior written permission approved by the Three Rivers Regional Commission Board, the TPO will not operate any service hours above the approved contract limits. All revenues including passenger revenues and DHS revenues received from services provided on the 5311 vehicles or vehicles leased for the 5311 service will be the property of TRRC.

G. Documentation of Service Provided and Maintenance of Financial and Operating Records. The TPO shall be responsible for completing and submitting to the Commission (or its designee) certain forms as designated by the Commission (or its designee) including, but not limited to: monthly operating data, and any other reasonable data as requested by the Commission according to requirements of the Federal Transit Administration's (FTA's) National Transit Database. Such data shall be submitted to the Commission (or its designee) as follows:

- Monthly Operating and Financial Data. No later than ten (10) days following the end of a calendar

month, the TPO shall deliver to the Commission (or its designee), monthly operating & financial data including the following for each service mode: total passenger trips carried, total miles, total hours, operational issues, total collision accidents, missed trips, revenue hours operated along with an invoice, and a profit and loss statement for services provided under the resulting contract. This is to include operational data on both the 5311 vehicles and trips performed on leased vehicles or private fleet vehicles.

- National Transit Database Data. The TPO shall collect urban and rural passenger mile data in designated sampling years per the Federal Transit Administration National Transit Database (NTD) requirements and submit it to the Commission (or its designee) within 60 days following the end of the calendar year. The TPO shall collect any other financial or operating data as required by the NTD.
- Vehicle Maintenance Records. The TPO shall fully document in a timely manner all vehicle preventative maintenance activities, vehicle corrective repairs, vehicle accessibility equipment repairs and preventative maintenance, and vehicle cleaning. The TPO shall allow the Commission (or its designee) to review such records immediately upon request.
- Drug and Alcohol Testing Records and Data. The TPO shall fully document all testing records in full compliance with the current Federal Transit Administration (FTA) regulations for drug and alcohol testing. This shall include records for pre-employment, random, post-accident, self-reporting, reasonable suspicion, and follow-up testing. Such records shall be maintained in accordance with FTA regulations and the TPO shall allow the Commission (or its designee) to review such records immediately upon request. The TPO shall report drug and alcohol testing data to the Commission (or its designee) on a monthly, quarterly, or annual basis as may be required by the U.S. DOT or FTA.
- Employee and Training Records. The TPO shall maintain records of all employee training and allow the Commission to review such records immediately upon request. TPO shall update the Commission on a monthly basis on employees and the counties they serve. The TPO shall preserve and make available all such records listed above during the term of the agreement and for a period of three (3) years from the date of final payment.
- Directly Billed Costs. Financial records including supporting documents such as requisitions and invoices for directly billed costs shall be retained for three years following the payment of the final invoice.

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

- H. Right of Entrance on TPO Occupied Property.** The TPO shall permit and allow any and all duly authorized Commission employees or representatives to enter upon any part of the TPO's occupied property or facilities for the purpose of inspecting facilities and equipment, inspecting and/or auditing financial or operating records, and for other matters relevant to the project. No notice shall be required for on-road vehicle inspections to be conducted by the Commission (or its designee). The TPO shall instruct its drivers to allow Commission personnel and official representatives to have right of entry on vehicles upon showing proper identification.
- I. Training.** The TPO shall be responsible for properly training all personnel necessary to successfully complete the project including drivers, dispatchers, and supervisors. The required training will include; HIPPA training for all personnel that meets or exceeds HIPPA privacy regulations. All training costs shall be at the expense of the TPO. At a minimum, all TPO employees shall be trained as follows:
- Prior to operating any vehicles for the Commission's transit service, each TPO driver shall complete the following training: basic class in first aid; driver sensitivity training with respect to meeting the needs of persons with disabilities; passenger assistance techniques or comparable training; drug and alcohol awareness training, blood-borne pathogens training; National Safety Council defensive driving course or comparable class as approved by the Commission in advance.
 - Upon hiring, provide reasonable suspicion for drugs and alcohol training for all dispatchers and supervisors.
- J. Insurance Requirements.** The TPO shall be required to maintain at its expense at all times during the duration of the resulting contract the following insurance coverage:
- Workers Compensation and Employer's Liability. Workers Compensation and Employer's Liability

Insurance shall be maintained at the minimum levels required by the State of Georgia.

- Comprehensive General Liability. The TPO shall provide and maintain comprehensive general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of \$3,000,000 combined single limit for any one occurrence.
- Automobile Liability. The TPO shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to a combined single limit of \$3,000,000 for any one occurrence.
- Collision and Comprehensive. The TPO shall provide and maintain collision and comprehensive physical damage coverage with a maximum of \$2,000 deductible on all revenue and non-revenue vehicles used by TPO or under TPO's care, custody or control. Coverage shall be in an amount acceptable to the Commission but in no event less than replacement cost coverage that would be sufficient to replace damaged or totaled vehicles with vehicles of the same or similar functionality.
- Maintain insurance in accordance with GDOT, DHS, and TRRC requirements as they are updated.

All insurance coverage shall be maintained in accordance with GDOT, DHS, and TRRC requirements as they are updated. All insurance companies must be licensed and admitted by the State of Georgia with a minimum A.M. Best Rating Services rating of A-. All comprehensive general liability, automobile liability, collision and comprehensive policies must name GDOT, the counties owning the vehicles and the Commission as additional insureds. Certificates of insurance for all the above-listed coverages shall be submitted to the Commission on an annual basis and when carriers or coverage limits change.

Unless changed during contract negotiation, all insurance costs of the 5311 vehicles and any other privately operated or leased vehicles shall be at the expense of the TPO. Failure to maintain all insurance coverages for the duration of the project as listed above may result in immediate termination of contract.

During contract negotiation the Commission or individual counties may elect to provide all or part of the insurance coverage for their vehicles. The TPO's price proposal will be negotiated to reduce the service hour rate for that county based on the applicable cost savings.

- K. **Accident/Incident Reporting.** All accidents involving a transit service vehicle or that result in any personal injury to passengers, drivers or the general public or that result in damage to transit service or other vehicles and/or other property, regardless of severity, shall be reported verbally or by phone or fax or electronic mail to the Commission Transit Manager and the Three Rivers Regional Commission Program Manager immediately. A complete written report in compliance with applicable state, federal, and Commission requirements shall be forwarded to the necessary parties (or its designee) providing details within four (4) hours of the accident. Follow-up and finalized reports will be due to the Commission within seven (7) days. The TPO shall make its employees available to the Commission (or its designee) for interview as part of the Commission's effort to determine if the accident was preventable. All requests for information from the media concerning accidents or incidents shall be the responsibility of the Commission and TRRC. TPO shall cooperate with the Commission for participation in media releases and information as directed by the Commission and TRRC.
- a. All other incidents or occurrences which happen in the course of service operations involving passengers, altercation, odd behavior, threats, or disputes must be reported verbally by phone or electronic mail to the Commission (or its designee) immediately.
- L. **Safety and Security.** The TPO shall establish and manage all aspects of a safety and security program including policies, administration and procedures, personnel and training, safety reporting, and safety training. The TPO shall document and report security expenditures, manage and account for identifying security problems, employee selection, training, public awareness, audits and drills, document control, access control and homeland security as it pertains to 49 USC Chapter 53, Federal Transit Act, Section 5311(D)(1), Security Expenditures; 49 CFR Part 630. "Uniform System of Accounts and Records and Reporting"; 49 CFR Part 659, and "Rail Fixed Guideway Systems, State Safety Oversight", as appropriate.
- M. **Drug and Alcohol Testing.** The TPO shall establish and maintain effective procedures for pre-employment, random, self-reporting, post-accident, reasonable suspicion and follow-up drug and alcohol

testing of all safety sensitive employees in full accordance with regulations as promulgated by the U.S. Department of Transportation, FTA, and/or GDOT, as amended. This shall also include regulations relative to the Drug Free Workplace Act.

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

- N. **Driver Uniforms.** The TPO shall ensure that all its drivers are required to wear a neat and clean uniform, the design of which shall be approved by the Commission. Costs for all uniform items shall be at the expense of the TPO.
- O. **Customer Complaints.** The TPO shall report customer complaints to the Commission within twenty-four (24) hours of receipt, including the date and time of complaint, name of person lodging the complaint and their contact information, and the nature of the complaint. The TPO shall thoroughly investigate each complaint and provide a written response to the Commission (or its designee) no later than seventy-two (72) hours from receipt of complaint. The TPO shall endeavor to resolve substantiated complaints so as to avoid repeat complaints of a similar nature. In the event of complaints of an especially serious or grievous nature, the Commission (or its designee) may require written documentation of complaint resolution from the TPO including investigation findings, and steps taken to correct any problems resulting from actions of the TPO's employees. The TPO shall forward in writing to the Commission (or its designee) within twenty-four (24) hours any complaints it may directly receive from a transit service customer along with a description of its action(s) to resolve the complaint. Failure to resolve substantiated complaints to the reasonable satisfaction of the Commission may subject TPO to liquidated damages. For all DHS clients, the TPO shall report all complaints to the Commission in the timeline and manner that follows DHS policy. All Title VI and ADA complaints must be forwarded to the Commission's Title VI and ADA Officers for investigation. All DHS and GDOT policies for complaints must also be followed.
- P. **Missed Service.** The TPO is responsible for successfully completing and carrying out all scheduled service in a timely manner. The TPO shall report to the Commission scheduled service missed for any reason. Decisions about suspension of service in bad weather or for other emergency reasons shall be done in consultation with the Commission and confirmed in writing. Excessive missed service may subject TPO to poor performance penalties.
- Q. **Incidental Use and Storage of Transit Service Vehicles.** The TPO is prohibited from using transit service vehicles for any purpose other than transit service. Transit service vehicles shall only be stored at the approved Commission facilities.
- R. **Fuel.** The TPO is responsible for all fuel purchases. To facilitate fuel purchases, TRRC makes Wright Express fuel cards available to the TPO and will deduct the actual cost of fuel purchased from monthly invoices. When Wright Express stations are not available, the TPO must procure fuel from other stations located within the service area without unnecessary travel that could impact on time performance.
- S. **Vehicle Tracking System.** The TPO shall provide a vehicle tracking system so that the location of vehicles can be observed through an internet-based system. All system costs including equipment, maintenance, software, license and monthly communications will be the TPO's responsibility. The TRRC and all participating agencies will be allowed access to the system without additional cost to monitor vehicle location and performance. Each proposer shall describe the proposed vehicle tracking system including current locations where the vehicle tracking system is deployed.
- T. **Policy Updates.** The TPO shall adhere to all updated policies and regulations provided by federal, state, regional and local transit partners (i.e. FTA, GDOT, DHS, and TRRC) and understands that state policies can be updated throughout the contract year.

- U. Performance Monitoring.** The Commission (or its designee) shall periodically monitor TPO's performance relative to on-time performance, preventative maintenance adherence, missed passenger trips, availability of safety and accessibility equipment on vehicles, adherence to recordkeeping requirements, customer complaints, vehicle appearance, driver appearance, completion of daily manifests by drivers, functionality of vehicle heating and air conditioning, availability of vehicle communications equipment, and other performance categories. Such monitoring shall be used by the Commission to determine if the TPO is meeting performance standards included in this RFP and resulting contract. Upon mutual agreement, at any point during the term of the contract, incentives may be offered for exceeding the performance standards and penalties may be assessed for poor performance. The terms and conditions of the performance incentives and penalties shall be mutually agreed upon and implemented with a contract addendum.

Table 6: Categories of Performance Standards

Category Number	Category Type	Performance Standard	Penalty/Incentives
1	Preventative Maintenance	Preventative maintenance inspections and repair must be completed on time with the manufacturer's recommended minimum scheduled service. On time maintenance shall be completed on time 90% of time	Failure to maintain at least a 95% on time performance may result in termination of equipment lease agreement and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination
2	Accessibility and Safety Equipment	TPO shall maintain all vehicles with all Americans with Disabilities Act (ADA) required accessibility equipment including wheelchair lifts, adequate numbers of securement devices, and all standard safety equipment. Such equipment shall be well maintained and functional at all times.	Failure to maintain at least a 95% on time maintenance and repair may result in termination of equipment lease agreement, and excessive failure to maintain equipment safety after given notice of necessary corrective action may result in contract termination
3	Repeat Substantiated Complaints	No repeat substantiated customer complaints on the same service issue.	Repeat substantiated complaints may result in the Commission requesting staff associated with the complaint be terminated or reassigned.
4	Reporting Requirement	TPO must promptly report all incidents of vehicle or passenger accidents, road calls, and service interruptions.	Failure to report may result in the Commission requesting staff associated with the incident be terminated or reassigned. Repeat offenses may result in termination of contract.
5	TPO Contacts	Inability by Commission staff to reach TPO's dispatcher or supervisor within fifteen (15) minutes during times when service is scheduled or operating.	TPO shall submit a corrective action plan identifying the issue that caused the delay in response and how the issue will be resolved.
6	Data Requirements	TPO must submit monthly operating data as outlined in RFP to the Commission (or its designee) not later than 20 calendar days following end of month	Failure to submit data by the 20 th without prior Commission approval will result in delay of payment of the monthly invoice until the data is submitted.
7	Customer Service/ADA Paratransit Eligibility	TPO must have knowledgeable staff available to the public by telephone or in person at all times of service operation.	Failure to have staff available and meet ADA eligibility determination deadlines may result in financial penalties equal to the number of service hours staff was not available during hours of operation. Delays in processing of ADA eligibility applications will result in a

Category Number	Category Type	Performance Standard	Penalty/Incentives
			\$20.00 per day penalty for each day beyond the processing deadline date.
8	Inappropriate Use of Vehicles	TPO shall not use vehicle marked or signed with transit service markings for purposes other than transit service without the approval of Commission.	Unauthorized use of Commission vehicles shall result in request for termination of TPO staff involved in the unauthorized use up to and including termination of contract if it is substantiated the unauthorized use was directed by TPO management staff.
9	Demand Response Productivity	TPO shall be accountable for productivity below 2.0 passengers per service hour.	Failure to meet productivity Standards for 3 consecutive months shall require submission of a corrective action report. Continued poor performance may result in non-renewal of the contract.
10	Staffing levels	TPO shall be responsible for maintaining proper staffing levels	Failure to provide adequate Quantity and Quality of staff as identified in this proposal may result in contract termination.

4. COMMISSION RESPONSIBILITIES

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

- A. Transit Manager.** The Commission shall appoint a Transit Manager who shall serve as the TPO's point of contact and the person responsible for overseeing the TPO's performance. The Transit Manager shall be responsible for addressing all media inquiries, etc. pertaining to the service.
- B. Marketing.** The Commission is responsible for all marketing and promotion of transit service. This includes development, production and distribution of all literature and other promotional materials. The TPO shall cooperate with the Commission's marketing activities. The Commission shall also provide at its expense a continually updated website with general information about the transit service complete with information on routes, fares, and policies.
- C. Citizen Participation.** The Commission is responsible for planning and conducting all citizen participation meetings and/or public hearings associated with the evaluation of service quality and the development of service improvements. The TPO's On-Site Manager shall attend these meetings and/or public hearings and participate in them as appropriate.
- D. Payment of Invoices.** TRRC at its option will establish the number of daily, monthly and annual service hours to be operated based upon available funding. Payments to the TPO will be restricted to the budgeted hours and funding included in the annual contract. Without prior written permission approved by the Three Rivers Regional Commission Board, the TPO will not operate any service hours above the approved contract limits. All revenues including passenger revenues and DHS revenues received from services provided on the 5311 vehicles or vehicles leased for the 5311 service will be the property of TRRC. The Commission will review monthly invoices submitted by the TPO to ensure accuracy of requested reimbursement. Adjustments may be made by the Commission based on monthly audits of data included in daily manifests and service reports. The Commission shall pay approved TPO invoices, as adjusted, within thirty (30) days of payment receipt from GDOT.
- F. Performance Monitoring.** The Commission is responsible for monitoring the performance of the TPO and the TPO's employees in the provision of transit service. Such performance monitoring shall be used to determine compliance with performance standards and performance norms as well as the assessment of continued contracting opportunities.

5. **RFP SCHEDULE** - Table 7 shows the estimated schedule for procurement, award, and implementation of transit services.

Table 7: RFP Schedule

Estimated Date	RFP Milestone
October 11, 2019	Request for Proposals (RFP) issued
October 22, 2019	Preproposal Conference 11:00 AM
October 25, 2019	Deadline for all Questions pertaining to the Request for Proposal 4:00PM, Eastern Standard Time
November 5, 2019	Request for Exceptions, Deviations, or Approved Equals Due to TRRC by 4:00PM, Eastern Standard Time
November 12, 2019	Responses Issued to Prospective TPOs on Requests for Exceptions, Deviations, or Approved Equals at 4:00 PM, Eastern Standard Time
November 19, 2019	Proposals Due to 120 N. Hill St., PO Box 818, Griffin, GA, 30224 by 12:00 PM, Eastern Standard Time
December 3, 2019	Interviews may be held by Commission - Appointment times to be determined by the Commission.
December 12, 2019	Selection of TPO (contract award)
January 2, 2020	TPO commence operations

The Commission adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

6. **DEVIATIONS, APPROVED EQUALS, AND EXCEPTIONS**

Requests for deviations, approved equals or exceptions to the Request for Proposals and/or Scope of Work must be received by the Commission in writing, using the attached "Deviation, Approved Equal, Exceptions Request Form" (see Exhibit F), no later than November 5, 2019 by 4:00PM, Eastern Standard time. Any such request must be fully supported with technical data or other pertinent information as evidence to support that such exception is equal or superior to the specification requirement. The Commission shall issue responses by November 12, 2019. If formal requests for deviations, approved equals, or exceptions are not received in writing by the due date, submitted proposals will be interpreted to comply with and meet exactly this RFP and Scope of Work.

7. **INSTRUCTIONS TO PROPOSERS**

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

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

- A. **Bid Bond.** A bid bond in the amount of \$5,000 shall be submitted with the Technical Proposal to assure execution of the Contract by the successful proposer. All bid guarantees shall be made payable to the

“Three Rivers Regional Commission” and submitted with the Technical Proposal. The form of bond may be:

- a. A One-Time Bid Bond issued by an insurance company licensed in Georgia; or
- b. A Certified Check, Bank Cashier’s Check or Bank Treasurer’s Check issued by a Georgia commercial bank

The bid bond / guarantee must be submitted with and attached to the “Original” proposal, with the Technical Proposal. Cost (if any) associated with submitting a Bid Bond must be factored into your proposal price. Failure to provide the proper Bid Bond/guarantee as required herein shall result in rejection and return of the individual bidder’s proposal without further consideration.

Where an award is made, this Contract, and insurance requirements shall be promptly and properly executed and delivered to the TRRC. The requirements of prompt execution and delivery will be considered as fulfilled if accomplished within ten (10) calendar days after receipt. Bid guarantees shall be forfeited to the TRRC as liquidated damages for failure to comply with this requirement. Upon execution of this Contract and receipt of current insurance certification, the TRRC shall refund to the TPO the amount deposited or release the amount charged against the bond as bid guarantee.

Bid guarantee(s) posted by unsuccessful proposers (s) shall be refunded or released promptly after an award is made. The TRRC reserves the right, at any time, to hold unsuccessful proposers(s) bid guarantee(s) for a longer period of time, including but not limited to sufficient time to allow for the TPO’s delivery of the required documents

- B. Description of Firm Qualifications.** Proposals shall include a description of the organization or firm including its legal status, authority and or licenses to operate. The description shall include the major business functions, history, and organizational structure including location of firm’s headquarters and major offices, management organization with names and locations of managing director(s) for this project. The description shall include a list of current and past clients for which similar transit services have been provided. Such client list shall include references, including the client organization name, address, contact person, telephone number, number of vehicles operated for client, etc. The Proposer’s responsibilities for the client (i.e. vehicle operations, vehicle maintenance, scheduling/dispatching, etc.) and years that service was provided should also be identified.
- C. Experience with Transit Operations.** The Proposer shall describe its experience in bus transit systems and its capabilities to undertake a similar project with the Commission. Reference information from a minimum of three (3) current contracts should be provided as well.
- D. Description of Personnel to be Assigned.** Proposals shall include a description of experience and qualifications of the supervisory personnel assigned to manage the project successfully detailing the positions and the number of employees in each position. In addition, the proposal shall identify by name and describe the experience and qualifications for the individual assigned locally to manage and assist in managing the project. A resume for each person having a supervisory role must be included.
- E. Track Record with Safe Transit Operations.** Proposals shall include a description of the safety history of the Proposer with respect to the provision of contracted bus transit services.
- F. Industry Awards and/or Certifications.** Proposals shall include a description of any relevant transit industry awards and/or certifications given to the Proposer’s firm or key personnel identified for this project.
- G. Description of the Proposed Financial, Management, and Technical Resources.** Proposals shall include a description of the firm or organization’s financial resources and history of financial stability. Proposer shall demonstrate financial stability by providing financial statements and/or audits including an income statement and balance sheet, supplemented if necessary, by evidence of credit line or other resources to demonstrate financial capacity to successfully undertake the project. In addition, the proposal shall include a description of its management plan indicating how it proposes to successfully manage the project, including technical resources. Proposals shall also include a

description of the required insurance coverages to be provided, as described elsewhere in this request for proposal. Such description shall include the name of the insurer, A.M. Best rating, and limits of insurance.

- H. Description of the Proposed Staffing, Training, Start-up, and Implementation Plan.** The Proposer shall submit a staffing plan detailing how it proposes to locate and hire vehicle drivers, mechanics, and other non-supervisory personnel to carry out the project successfully. The staffing plan shall identify and describe the number of vehicle operators, mechanics, dispatchers and any other personnel necessary to carry out the project. The Proposer shall submit a training plan to be used to ensure that the employees in each of the positions are properly trained in the performance of their duties with emphasis on safety, Americans with Disabilities Act (ADA) requirements, and good customer service. A brief description of the proposed training content and schedule shall be included. In addition, the Proposer shall address refresher training including frequency and content. The proposal shall also include an overall project schedule including milestones and proposed completion dates. This project schedule shall identify and describe the key milestones and activities required to assure progress toward successful start-up and on-going implementation of the project.
- I. Description of the Proposed Vehicle Maintenance Plan.** The Proposer shall describe its approach to vehicle maintenance that adheres to a detailed Vehicle Maintenance Plan that meets or exceeds the manufacturer's recommended service plan for vehicles being used as a part of the project. The Vehicle Maintenance Plan shall include how and where the maintenance/repair work is to be successfully completed (i.e. in-house vs. subcontracted) and details regarding the steps in the preventative maintenance program, including scheduled inspection intervals, maintenance program for preventative maintenance, and repair of vehicle accessories, such as wheelchair lifts and communications equipment, as well as a back-up vehicle and tow plan in the event of vehicle breakdown or failure to return to service.
- J. Management, Operating and Equipment Costs.** The Proposer shall submit a complete Cost Proposal Form (Exhibit I and J included within this RFP) that includes cost per service hour based on the Commission's initial estimates of service hours identified in this RFP. A service hour is the time when a vehicle and driver has departed from the operating base and is available for transporting passengers. A service hour may include deadheading time to and from parking locations but does not include any time where a vehicle is not available due to equipment defect or being transported for maintenance, or when a driver is not being paid such as lunch breaks. Contemporaneous driver manifests must be provided with invoices to document service hours. Breaks in service time greater than 30-minutes will not be paid. Proposer must fully complete, sign, and date the attached Cost Proposal Form. Proposers shall include all project costs as part of their completed Cost Proposal Form, including management and supervisory costs. Any deviations or exceptions made by a Proposer to the Cost Proposal Form not approved by the Commission in advance may render the Proposer's cost proposal as non-responsive.
- K. Certifications.** The Proposer shall certify and sign Exhibits K, L, M, N, O, P, Q, and R and include them in his/her technical proposal.
- L. Registered Lobbyists.** By submitting a response to this RFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*. Specifically, all suppliers who employ or retain one or more lobbyists shall cause such lobbyists to register with the [State Ethics Commission](#) and to file the disclosures required by Article 4 of Chapter 5 of Title 21 of the ([O.C.G.A.](#)) Such registration must be made no later than fifteen (15) calendar days after the lobbyist's initial contact with the state entity or the date that bids or proposals are due to be submitted by the supplier in response to the state entity's solicitation, whichever is earlier. All suppliers shall certify, as part of any response to a request for proposals or bids or other procurement method, that any lobbyist's whom the supplier employs or retains has registered with the [State Ethics Commission](#) and complied with the requirements of this regulation.
- M. Public Access to Procurement Records.** Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act

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

- N. Costs for Preparing Responses** - Each supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The Commission will not provide reimbursement for such costs.
- O. Commission's Right to Request Additional Information – Supplier's Responsibility**- Prior to contract award, the Commission must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the Commission, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the Commission is unable to assure itself of the supplier's ability to perform, if awarded, the Commission has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven business days to submit the information requested.
- P. Failing to Comply with Submission Instructions** - Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this RFP.
- Q. Rejection of Proposals; Commission's Right to Waive Immaterial Deviation** - The Commission reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the Commission. It is also within the right of the Commission to reject responses **that do not contain all elements and information requested in this RFP**. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the Commission on a case-by-case basis.
- R. Commission's Right to Amend and/or Cancel the RFP** - The Commission reserves the right to amend this RFP. Any revisions must be made in writing prior to the RFP closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE RFP. Suppliers are encouraged to frequently check the RFP for additional information. Finally, the Commission reserves the right to cancel this RFP at any time.

- S. **Mandatory Requirements** - As specified with each requirement listed in the **Mandatory Response Worksheet (Exhibit S)**, the supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.
- T. **Mandatory Scored Response** - As specified with each requirement listed in the **Mandatory Scored Response Worksheet (Exhibit S)**, the supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the supplier. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this RFP.

8. IDENTIFICATION REQUIREMENTS FOR PROPOSALS

PROPOSALS SHALL BE RECEIVED NO LATER THAN 12:00 PM, EASTERN STANDARD TIME, November 19, 2019 AT THE Three Rivers Regional Commission located at 120 N. Hill, St., Griffin, GA.

The one (1) original and five (5) copies of the technical proposal and cost proposal must be submitted in separate sealed envelopes clearly marked to identify the contents. Each package or envelope containing proposals shall be properly identified as follows with the following information placed on the outside of the package or envelope:

Three Rivers Regional Commission Transit
Attn: Pavielle Ludlow
120 N. Hill St., PO Box 818 Griffin GA 30224

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

One packet marked -Proposal for Transit Service Cost Proposal

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

9. **ADDENDUM** - Any change in the conditions or terms of this RFP will be accomplished by written addendum sent to prospective Proposers and posted to the website. All such addenda shall become part of the proposal and resulting contract.
10. **RESPONSIVE PROPOSALS** - The Commission, or its designee, shall solely determine if each proposal is responsive. The responsiveness of each proposal shall be determined by its conformance to the scope of work, instructions to Proposers, legal requirements of the RFP, and the best interests of the Commission. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed nonresponsive, and accordingly rejected.
11. **RESPONSIBLE PROPOSERS** - The Commission shall award a contract only to the responsible and responsive Proposer who possesses the highest potential to perform successfully under the terms and conditions of this RFP. Consideration shall be given to such matters as Proposer's integrity, qualifications of Proposer's staff, experience with similar projects, record of past performance, and accessibility to financial

and technical resources. The Proposer shall affirmatively demonstrate its responsibility and, when necessary, the responsibility of any proposed subcontractors. If information obtained by the Commission clearly indicates that the Proposer is not responsible and the Commission has doubts about the productive capacity, financial strength, or past performance of a Proposer, which cannot be resolved affirmatively, a determination that the Proposer is non-responsible shall be rendered.

12. **WITHDRAWING PROPOSALS-** After proposals are opened by the Commission, the Proposer may not withdraw proposals for 90 calendar days. However, prior to the date/time set for the proposal opening, proposals may be modified or withdrawn by the Proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his/her identity known and shall sign a receipt for the proposal. Written notices shall be received by the Commission later than the exact date and time for proposal opening.
13. **BASIS OF EVALUATION AND CONTRACT AWARD -** Proposals shall be scored by an evaluation committee consisting of Commission staff and/or their designee(s). The evaluation criteria for the proposals and associated point values are shown in Table 5.

Table 5: Proposal Evaluation Criteria and Points

Scoring Method	Evaluation Criteria	Maximum Points
Quality	Capability and experience of supervisory personnel to be assigned to	20
Quality	Capability and prior experience in transit systems, including the provision of flexible route deviation services, including services for disabled	20
Quality	The adequacy and quality of the Proposer's vehicle maintenance program	10
Quality	Adequacy of financial, managerial, and technical resources to successfully carry out the required services and meet required	15
Quality	Adequacy of Proposer's response to all other requirements, terms, and conditions	10
Financial	Total costs contract period January 1, 2020 to September 30, 2024.	25
	TOTAL POINTS	100

The Quality Scoring will be based on the following scoring method:

Quality Level		Points Description
Excellent	25	Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; few if any offsetting weaknesses.
Very Good	20	Meets all requirements; reflects some enhancements or strengths; few if any offsetting weaknesses.
Good	15	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	10	May contain significant weaknesses, only partially offset by less pronounced strengths; should meet all minimum requirements, but some areas of doubt may exist.
Poor	5	Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weaknesses throughout, offsetting strengths.
Deficient	0	Will not meet minimum needs.

These definitions are not necessarily all-inclusive.

The Financial Scoring method will be based on a total contract period January 1, 2020 to September 30, 2024 submitted on Exhibit I and detailed on Exhibit J. TRRC will review each proposer's financial proposals for completeness and reasonableness. Proposals that have not included all required elements may be rejected by TRRC as not responsive to the RFP. TRRC will then rank financial proposals from lowest to highest. The financial score for each proposer will be based on the following formula:

Lowest Price ÷ Proposer's Price (x) 25 points = points earned.

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

14. **COMMUNICATIONS WITH PROPOSERS** - After release of this RFP, all communication must be in writing to pludlow@threeiversrc.com and directed to Pavielle Ludlow. The Commission's written response will be sent to all Proposers and prospective Proposers and posted to the Commission's website: threeiversrc.com.
15. **ERRORS IN PROPOSALS** - Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of work before submitting proposals. Failure to do so shall be at the Proposer's own risk and he/she cannot secure relief on the plea of errors.
16. **PROTEST** - A Proposer may protest an intent to award of contract by submitting their protest in writing to the Commission and shall state the basis for the protest and the course of action that the protesting party desires the Commission to take. A protest based upon restrictive specifications or other provisions of the RFP must be received by Commission at the address listed herein not later than seven (7) calendar days prior to the deadline set for receipt of proposals. A protest based upon any other grounds must be received by Commission at the address listed herein not later than seven (7) calendar days after the protesting party first became aware of, or reasonably should have become aware of, the notice, whichever is sooner.

If the protest does not meet these requirements, the Commission may reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. The Commission shall not be obligated to postpone a contract award in order to allow a Proposer to correct a deficient protest, unless otherwise required by law. Upon receipt of a properly submitted protest, the Commission shall review and protest and provide a written decision to the protesting party.

The Commission shall not be obliged to postpone selection or contract award pending resolution of a protest, unless otherwise required by law.

17. **FINANCIAL STATEMENTS** - Proposers may be requested to submit additional financial statements to demonstrate that the Proposer is financially responsible to receive the award.
18. **TIMELY COMPLETION** - All Proposers by virtue of submitting a proposal agree to meet the project schedule as outlined in this RFP.
19. **ASSIGNMENT OF CONTRACT** - This contract may not be assigned in whole or in part without the written consent of the Commission.
20. **SUBCONTRACTING** - Subcontracting to other firms, corporations, partnerships, agencies, or individuals for the actual provision of transit service or vehicle maintenance is not allowed without the advanced written approval of the Commission.
21. **APPLICABLE LAW AND VENUE** - The work performed by the successful Proposer in response to this RFP shall be in compliance with all applicable federal, state, and local laws and their respective rules and regulations. The successful proposer shall ensure that all applicable federal requirements shall flow down to any subrecipients or subcontractor. This compliance shall be at the successful Proposer's expense. Venue for

any legal action arising out of the resulting contract and between the parties hereto shall be exclusively in Spalding County, Georgia for TRRC contract and Coweta County, Georgia for Coweta County Contract, Georgia.

22. **INDEMNIFICATION** - The selected firm shall indemnify and hold harmless the Commission and each County, as well as any of its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the firm's acts or omissions, including acts of omissions of its employees, servants, and agents. The Commission will give prompt notice of any suits or claims instituted and will give all needed information to the firm for defending itself through counsel.
23. **REQUIRED CERTIFICATIONS** - All Proposers shall complete and submit the certifications (see Exhibits K, L, M, N, O, P, Q, and R) included herein and incorporated into this RFP.
24. **RIGHT TO ADJUST COST** - If the Commission determines during the life of the contract that data submitted by the TPO/bidder is not current, incomplete, or is inaccurate, the Commission and TPO shall negotiate a mutually agreeable adjustment in cost.
25. **CONTRACT CHANGE ORDERS** - Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless the Commission gives prior written approval. The TPO shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly approved by written notice.
- Change Order Procedure: Within thirty (30) calendar days after receipt of a written change order request, the TPO shall submit a detailed price and schedule proposal for the work to be performed. The proposal shall be accepted or modified by negotiations between the TPO and the Commission. At that time both parties shall execute a detailed agreement in writing.
26. **FORM OF AGREEMENT** - The agreement between the Commission and the successful Proposer will be in form of a transit service agreement and shall incorporate the scope of services and responsibilities of the TPO as well as the required clauses listed in Exhibit D:
27. **NEGOTIATIONS OF PROPOSALS AND/OR COST FACTORS** - The Commission possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law. Although this section addresses the Commission's right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), the Commission reserves the right to conduct any other negotiations authorized by law.
- a. The objective of negotiations is to obtain the supplier's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE COMMISSION URGES THE SUPPLIER (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE SUPPLIER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.
 - b. **Overview of Negotiations** - After the Evaluation Team has scored the suppliers' proposals, the Commission may elect to enter into one or more rounds of negotiations with all responsive and responsible suppliers or only those suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily and those suppliers included in the competitive range must have highly scored proposals. After each round of negotiations (if any), the supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the supplier cannot be considered responsive and responsible or based on the competitive range as defined in "Competitive Range." The Commission reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.
 - c. **Negotiation Instructions** - Listed below are the key action items related to negotiations. The Commission's Negotiation Committee may consist of the Commission's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be

completed only by the Commission's Evaluation Committee.

- i. Negotiation Invitation:** Those suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
 - ii. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance.
 - iii. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those suppliers identified by the Commission's Evaluation Team.
- d. Competitive Range -** If the Commission elects to negotiate pursuant to Section 6.6, the Commission may either (1) elect to negotiate with all responsive and responsible suppliers, (2) limit negotiations to those suppliers identified within the competitive range, or (3) limit negotiations to the number of suppliers with whom the Commission may reasonably negotiate as defined below. In the event the Commission elects to limit negotiations to those suppliers identified within the competitive range, the Commission will identify the competitive range by (1) ranking suppliers' proposals from highest to lowest based on each supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the Commission determines the number of responsive and responsible suppliers is so great that the Commission cannot reasonably conduct negotiations (which determination shall be solely at the Commission's discretion and shall be conclusive), the Commission may elect to limit negotiations to the top three (3) ranked suppliers as determined by the Total Combined Score.
- e. Negotiation Round Completion -** As part of each round of negotiation, the Commission may or may not engage in verbal discussions with the suppliers. However, whether or not the Commission engages in verbal discussions, any revisions the supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Revisions which are not received prior to the due date and time cannot be considered; however, any supplier failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the Commission.

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

**EXHIBIT A
Daily Service Hours (SH) and Service Miles (SM)**

<u>Vehicle #</u>	<u>SH Weekday</u>	<u>SH Weekend</u>	<u>SM Monthly*</u>	<u>SM Weekend</u>
Butts 3716	8	0	3,085	0
Lamar 3934	8	0	2,874	0
Lamar 3933	8	0	2,874	0
Carroll 3927	8	0	3,999	0
Carroll 3928	8	0	3,999	0
Carroll 3929	8	0	3,999	0
Carroll3930	8	0	3,999	0
Carroll 3931	8	0	3,999	0
Carroll 3932	8	0	3,999	0
Meriwether 3501	8	0	2,637	0
Meriwether 3502	8	0	2,637	0
Meriwether 3715	8	0	2,637	0
Pike 3574	8	0	4,326	0
Spalding 3575	8	0	3,889	0
Spalding 3576	8	0	3,889	0
Spalding 3571	8	0	3,889	0
Spalding 3572	8	0	3,889	0
Spalding 3573	8	0	3,889	0
Upton 3714	8	0	3,781	0
Upton 3713	8	0	3,781	0
Upton 3935	8	0	3,781	0
Upton 3577	8	0	3,781	0
Coweta 3836	8	0	3,253	0
Coweta 3957	8	0	3,253	0
Coweta 3958	8	0	3,253	0
Coweta 4033	8	0	3,253	0
Coweta 4034	8	0	3,253	0
Coweta 4035	8	0	3,253	0
Total	224	0	95,151	0

*Average monthly

THIRD PARTY OPERATION OF TRANSIT SERVICE FOR THREE RIVERS REGIONAL COMMISSION TRANSIT

EXHIBIT B

Transit System Routes and Service Information

Connecting you to
where you need to go:

Medical Appointments

Bank

Employment (Limited)

Senior Centers

Educational Facilities

Social Outings

Shopping



Call us today!

(855) 407-7433



Thank You For Riding!
The Three Rivers Regional Commission
would like to thank you for riding with us.

For More information Please Visit:
www.threeriversrc.com



It is the policy of Three Rivers Transit that no individual shall solely by reason of race, age, sex, color, religion, national origin, political affiliation, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program receiving federal funds.

For additional information regarding the discrimination policies and/or procedures in filing a complaint:

Three Rivers Regional Commission Transportation
Contact: 678-692-0510



Serving the Counties of Butts,
Lamar, Meriwether, Pike,
Spalding, and Upson.

Dial-A-Ride
Bus Services Guide

855-407-7433



There for you when you need transportation

About Dial-A-Ride

The Dial-A-Ride is part of the Three Rivers Regional Commission's transportation program. The Dial-A-Ride is based on demand service or 'door to door' service. The transit service is a shared ride service that operates within the Butts, Lamar, Meriwether, Pike, Spalding, and Upson Counties. Travel Time will be similar to a fixed route bus service and not like a car or taxi service. Anyone can use Dial-A-Ride and passengers are transported in small buses that are ADA compliant.

When We Operate

Buses operate Monday through Friday, 8:00am to 5:00pm, excluding holidays.

Dial-A-Ride Fares

\$2.00 for each stop for the counties of Butts, Lamar, Pike, Spalding, and Upson. \$3.00 for each stop in Meriwether County, \$10.00 per stop in select locations outside of Meriwether. Fares must be paid at time of boarding or prior to pick-up.

Drivers cannot make change or extend credit.

Scheduling Your Ride

Transit operates on a "First Come, First Serve" basis and requires at least a 24-hour notice to schedule a trip. All stops must be scheduled when appointment is made.

What do I do if the transit vehicle is late?

Call the transit office at (855) 404-7433 and we will check the status of the vehicle's arrival time.

What if I have questions?

If you have a questions, complaints, compliments or simply a suggestion, please call: (855) 404-7433.

Passenger Rules

- Safety is our first priority; therefore, seat belts are to be used at ALL times.
- Children under the age of 16 must be accompanied by a parent or guardian.
- Childcare seats are required for children aged 5 years and under. Parents are responsible for providing and securing the car seat prior to the trip.
- No school bus service is provided.
- Animals, other than Service Animals are not allowed.
- Limit packages to no more than what the passenger can carry. Packages must be stowed under the seats or in the back of the vehicle to avoid any unsafe hazardous exiting or entering by others. Aisle must remain clear at all times.
- No smoking/eating/ drinking allowed in the vehicles.
- Absolutely no alcohol, illegal drugs, or weapons allowed. Riders who appear to be intoxicated may be denied transportation services.
- No hazardous, combustible, or flammable chemicals allowed at anytime.
- Inappropriate behavior which presents a danger or nuisance to other passengers or transit staff will not be tolerated; this includes, but is not limited to verbal or physical violence, offensive language, gestures or threats.

- Drivers will wait at the scheduled pick-up point for five (5) minutes. Riders should make every effort to be ready and waiting at the scheduled pick-up time. (Note: Driver will not be sent back once vehicle is in route after the five(5) minute wait time has passed. This holds true for forgotten items.)
- Riders with three (3) no shows without prior notice or cancellation will be suspended from ridership for a two (2) week period and may result in the denial of future public transportation services.

Accessible Service

The Three Rivers Regional Transit program is an accessible service. Please inform scheduler if you need access to the wheelchair lift and they will adjust your pick-up time to accommodate boarding and alighting.



- All wheelchairs must be properly secured in the vehicle.
- Individuals using respirators or portable oxygen must be able to safely stow those items.
- Service Animals accompanying individuals with disabilities are permitted.

THIRD PARTY OPERATION OF TRANSIT SERVICE

FOR THREE RIVERS REGIONAL COMMISSION TRANSIT

Exhibit C

Contract Turnover Procedure

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

B. Turnover Report. Current TPO, new TPO and TRRC shall meet on later than 14 days prior to turnover. Current TPO shall make available all preventive maintenance inspection records, daily bus operator vehicle condition report, oil analyses test results, and other records as appropriate. Full cooperation is expected of all parties. Current TPO, new TPO and TRRC will do an inspection of the revenue vehicles and any other equipment. The parties will agree upon a written Turnover Report documenting the equipment condition not later than 7 days prior to contract turnover.

C. Timeframe for completion of work. Upon completion of the written Turnover Report, the current TPO, TRRC and the Consultant shall meet to determine a plan and timeline for resolution of defects, if any, found during the inspection. TRRC's current TPO shall furnish TRRC with a timeline and specific plan to make repairs, resolve deferred maintenance or other issues, if any, prior to turnover.

D. Turnover. Within two days of turnover, the Current TPO, New TPO, and TRRC shall meet to physically re-examine facilities, equipment and vehicles. Records shall be kept and made available to TRRC documenting items which have been repaired since the audit, if any. Current condition of every item shall be determined.

E. Final Payment. In the event that the current TPO returns facilities, equipment or vehicles to TRRC with deferred maintenance, damage or uncompleted repairs beyond normal wear-and-tear, as identified in the Turnover Report, TRRC shall determine the cost to correct such deficiency(ies) and shall withhold said amount from the Current TPOs final payment(s). TRRC may, at its discretion, use withheld funds to correct and resolve deferred maintenance and/or damage as necessary to bring facilities, fleet or equipment into compliance with TRRC's standards for turnover.

F. Reporting, Data, Access, Documents, etc. Current TPO shall provide TRRC and new TPO (a) reasonable access to the operating facility and the revenue vehicles; (b) to the extent permitted by law, wage, benefit, employee records, and other relevant information relating to any of current TPO's employees who at any time engaged in providing transit services for the TRRC; (c) copies of all leases, permits, licenses, and other relevant documents; (d) all documents pertaining to FTA's Drug and Alcohol requirements, including a completed on-line annual report as submitted through the USDOT Drug and Alcohol Testing Management Information System for its period of operations; (e) all records associated with its contract, including all maintenance documentation; (f) retain all records in its possession associated with the TRRC project for a minimum of three (3) years.

G. Tires including steer and drive tires shall have a minimum 6/32-inch tread depth in every major groove. During the turnover inspection a minimum of two tread depth measurements will be taken for each tire. The cost to replace any tire with a tread depth measurement less than 6/32 inches will be assessed against the Current TPO.

H. Equipment owned by the Current TPO such as shop equipment, two-way radios or cell phones, automatic passenger counters, automatic stop announcement systems, security cameras and automatic vehicle location equipment may be purchased by the New TPO at the new TPO's discretion. The values assigned to this equipment by the Current TPO will be based upon a five-year useful life and straight line depreciation.

I. The TRRC shall have the option, upon the expiration or termination of the Contract, to assume operating and facility leases and agreements and vehicle leases. TRRC's Current TPO and the selected New TPO shall cooperate with TRRC to effectuate, without additional expense, the operating and facility leases and agreements and the vehicle lease agreements.

J. The TRRC shall have the option, upon the expiration or termination of the contract, to purchase all or any part of non-revenue equipment not already purchased by TRRC and used by TRRC's Current TPO in the

performance of the work specified in the contract at a price equal to that portion of the original cost of the equipment which has not yet been amortized as of the date the contract expires or is terminated. Amortization shall be deemed to be made in accordance with generally accepted accounting principles.

K. The TRRC reserves the right to negotiate with the New TPO to complete any outstanding maintenance work or repairs left over from the existing contract. Any of this work that remains uncompleted after the approved schedule for completion shall be considered the responsibility of the New TPO who will be accountable for its repair at the New TPO's sole cost.

THIRD PARTY OPERATION OF TRANSIT SERVICE FOR THREE RIVERS REGIONAL COMMISSION TRANSIT

Exhibit D Required Clauses

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

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

Energy Conservation - The TPO agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water - (1) The TPO agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The TPO agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The TPO also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31

U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

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

major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, TPO agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the TPO which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

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

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

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

Clean Air - (1) The TPO agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The TPO agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The TPO also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

No Obligation by the Federal Government.

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

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

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The TPO acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the TPO certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining

to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the TPO further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the TPO to the extent the Federal Government deems appropriate.

(2) The TPO also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the TPO, to the extent the Federal Government deems appropriate.

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

Termination Provisions

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

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

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

c. Opportunity to Cure (General Provision) The Commission in its sole discretion may, in the case of a termination for breach or default, allow the TPO [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

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

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

f. Termination for Default (Supplies and Service) If the TPO fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the TPO fails to comply with any other provisions of this contract, the Commission may terminate this contract for default. The Commission shall terminate by delivering to the TPO a Notice of Termination specifying the nature of the default. The TPO will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

If this contract is terminated while the TPO has possession of Recipient goods, the TPO shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The TPO and the Commission shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

Suspension and Debarment

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

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

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

The certification in this clause is a material representation of fact relied upon by the Commission. If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Commission of Hinesville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

(2) The TPO also agrees to include these requirements in each subcontract to administer any system of records

on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the TPO agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the TPO agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the TPO agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The TPO agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the TPO agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the TPO agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the TPO agrees to comply with any implementing requirements FTA may issue.

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

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

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

Performance During Dispute - Unless otherwise directed by the Commission, TPO shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Commission and the TPO arising out of or relating to this agreement or its breach will

be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Georgia.

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

Transit Employee Protective Provisions. (1) The TPO agrees to comply with applicable transit employee protective requirements as follows:

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

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

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311(a)(2) in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the TPO agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

b. The TPO shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The TPO shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the TPO to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Commission of Hinesville deems appropriate. Each subcontract the TPO signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race neutral means throughout the period of performance.

d. The TPO is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contract's receipt of payment for that work from the Commission. In addition, the TPO may not hold retainage from its subcontractor.

e. The TPO must promptly notify the Commission whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subTPO to perform at least the same amount of work.

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

Incorporation of Federal Transit Administration (FTA) Terms

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

Drug and Alcohol Testing

The TPO agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, or the Commission, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The TPO agrees further to certify annually its compliance with Part 655 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information).

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

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

The TPO agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

FLY AMERICA if contract involves foreign transport or travel by air

The proposer understands and agrees that the Federal Government will not participate in the costs of

international air transportation of any individuals involved in or property acquired for this project unless that air transportation is provided by US-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC section 40118, and USGSA regulations "Use of United States Flag Air Carriers", 41 CFR sections 301-10.131 through 301-10.143.

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit E

Invoice Template

Quantity	Description	Account Code	Unit Price	Total

SubTotal	
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USD Total	
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**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

EXHIBIT F

REQUEST FOR DEVIATIONS, APPROVED EQUALS, OR EXCEPTIONS FORM THREE RIVERS REGIONAL
COMMISSION SERVICE PROPOSAL

RFP SECTION NO.: _____ DATE OF REQUEST: _____

RFP TITLE: _____ PAGE ____ OF ____

DESCRIPTION OF REQUEST FOR DEVIATION, APPROVED EQUAL OR EXCEPTION:

Signature: _____ Date: _____

Title: _____

TRRC Response:

Approved: _____

Denied: _____

Comments: _____

Signature: _____ Date: _____

Title: _____

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

EXHIBIT G

COMPLETE THIS FORM IF YOU ARE NOT OFFERING A PROPOSAL

As part of TRRC's continuing efforts to locate new sources and maximize competition, we would appreciate feedback from Proposer who is not proposing on our goods and services. If you are not offering a proposal on the enclosed request, please indicate which of the following describes the reason you have not submitted a proposal. Your company will be retained on our Proposer list for future goods and services unless you check Reason #1.

(Check One)

- ☐ 1. My firm does not offer the service requested.
- ☐ 2. The specifications were unclear. (Please attach information about your goods and services for future solicitations)
- ☐ 3. There was not sufficient time to submit a proposal. (TRRC may extend the deadline if requested).
- ☐ 4. My firm is working at full capacity presently.
- ☐ 5. The terms and conditions for this proposal are not acceptable to my firm. (Please explain)

- ☐ 6. Our experience on previous TRRC contracts was not satisfactory. (Please explain)

- ☐ 7. Other Comments

Firm Name: _____

Address: _____

Phone _____ Fax _____

Signature of Authorized Agent _____

Title of Authorized Agent _____

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT
REQUIRED PROPOSAL FORMS THAT NEED TO BE EXECUTED**

- Exhibit H - Statement Of Bidder's / Proposer's Qualifications and Declarations
- Exhibit I - Cost Proposal (to be included with separate Cost Proposal)
- Exhibit J - Cost Proposal Detail (to be included with separated Cost Proposal)
- Exhibit K - Anti-Collusion Affidavit
- Exhibit L - Authorization For Information
- Exhibit M - Program Fraud And False Or Fraudulent Statements And Related Acts
- Exhibit N - Anti-Boycott Divestment And Sanctions Against Israel Certification
- Exhibit O - Proposer Certifications O.C.G.A Sect. 45-10-20
- Exhibit P - Contractor Affidavit Under O.C.G.A. § 13-10-91(B)(1)
- Exhibit Q - Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Lower Tier Covered Transactions
- Exhibit R - Appendix A, 49 CRF PART 20 – CERTIFICATION REGARDING LOBBYING
- Exhibit S - Agreement to Adhere to Department of Human Services Standards

All documents need to be signed and submitted with the proposal. The owner or an officer of the business or corporation may sign these documents. A corporate seal or Letter of Authorization is needed for any other signer. For instance, if a salesman or manager signs this form, a Letter of Authorization or a corporate seal is to be attached. Also, if you do not have a corporate seal, the documents need to be notarized.

If you have any questions or concerns before having this document signed, please contact TRRC's Transit Department at pludlow@threeiversrc.com.

(Balance of page intentionally left blank)

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit H

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

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

1. Name of Bid/Proposer _____
2. Permanent Main Office Address _____

3. Office Phone _____ Cell Phone _____
4. Fax Number _____ E-mail Address _____
5. When Organized _____
6. If a Corporation, where Incorporated _____
7. How many years have you been engaged in business under your present firm or trade name? _____
8. General character of work performed by you. _____
9. Have you ever failed to complete any work awarded to you? Yes _____ No _____
10. If so, where and why? _____
11. Have you ever defaulted on a Contract Agreement? Yes _____ No _____.
12. If so, where and why? **This will be an attachment.**
13. TRRC may ask for a detailed financial statement that you must furnish if requested, you must answer if you are in agreement that you will furnish the financials. Yes _____ No _____
14. Net Worth Ratio: _____

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

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

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

Proposer Declaration:

1. Proposer has carefully read and fully understands the full scope of the Specifications.
2. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Specifications.
3. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to proposal opening but may not be withdrawn after proposal opening date and time.
4. TRRC reserves the right to award or reject any or all proposals and to accept the proposal, which will, in its opinion, best serve the public interest. TRRC reserves the right to waive any technicalities and formalities in the Proposal.
5. I acknowledge receipt of addenda number(s) _____ -

Addendum # 1: Date _____ Initialed _____ Addendum # 2: Date _____ Initialed _____

Addendum # 3: Date _____ Initialed _____ Addendum # 4: Date _____ Initialed _____

Dated this _____ day of _____ 2019.

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

By: _____

Name of Corporation or Firm

Authorized Signature

State of _____ County of _____)

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public: _____

Notary Number _____

My Commission Expires _____

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

**EXHIBIT I – COST PROPOSAL FORM
(Include in the Price Proposal)**

Bid Bond Amount: \$ _____

Bid Bond Form: (check 1 below)

_____ Surety bond issued by an insurance company licensed in Georgia

_____ A Certified Check, Bank Cashier's Check or Bank Treasurer's Check issued by a Georgia commercial bank

The Bid Bond shall be included with the Technical Proposal. Proposals that do not include the required \$5,000 Bid Bond will be rejected as nonresponsive and returned to the proposer.

Proposer's Cost per Service Hour

	Year One (9 months)	Option Year Two	Option Year Three	Option Year Four	Option Year Five
<i>Total Costs</i>					
<i>Cost per Service Hour</i>					

Signature: _____

Printed Name: _____

Title: _____

Company/Firm: _____

Date: _____

NOTE: Cost proposal form shall be accompanied by Exhibit J to support the proposed cost per service hour.

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

**Exhibit J
Service Hour Price Proposal - Page 1**

Proposer:							
For service provided beyond the contracted hours. Vehicle lease and other fixed costs are not allowable expenses, unless the service provider can demonstrate that the cost is not covered by the base unit rate.							
			2020 9-months	2021	2022	2023	2024
Service Hours			45,500	60,700	60,700	60,700	60,700
Personnel Expenses			2020 9-months	2021	2022	2023	2024
LABOR	# Positions	Pay Rate					
General Manager	1						
Operations Manager	2						
Other Administrative Staff							
Dispatchers/Schedulers/ Routers							
Drivers							
Maintenance							
Janitorial							
Other (explain)							
Subtotal:			\$0	\$0	\$0	\$0	\$0
Fringe Benefits (include description)			\$0	\$0	\$0	\$0	\$0
Personnel Total:			\$0	\$0	\$0	\$0	\$0
Materials and Supplies			2020 9-months	2021	2022	2023	2024
Fuel & Lubricants							
Tires & Tubes							
Office Supplies							
Vehicle Repairs, Parts & Supplies							
Communications							
Uniforms							
Other (explain)							
Materials and Supplies Subtotal:			\$0	\$0	\$0	\$0	\$0
INSURANCE			2020 9-months	2021	2022	2023	2024
General Liability Insurance							
Automotive Liability Insurance							
Automotive Comprehensive and Collision							
Umbrella Insurance							
Insurance Subtotal:			\$0	\$0	\$0	\$0	\$0

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

**Exhibit J
Service Hour Price Proposal - Page 2**

Proposer:					
MISCELLANEOUS	2020 9-months	2021	2022	2023	2024
Drug & Alcohol Testing, Physicals, Vaccines					
Accounting (Payroll, Etc.)					
Start - Up Expenses					
Proposal Bond					
Operating Taxes & Licensing					
Staff Training					
Other (Explain)					
Subtotal:	\$0	\$0	\$0	\$0	\$0
LEASE AND RENTALS	2020 9-months	2021	2022	2023	2024
Office Lease					
Vehicles					
Office Equipment					
Garage Equipment					
Other (Explain)					
Subtotal:	\$0	\$0	\$0	\$0	\$0
	2020 9-months	2021	2022	2023	2024
TOTAL COSTS (Before Profit)	\$0	\$0	\$0	\$0	\$0
Profit	Rate _____ %				
TOTAL COSTS					
Cost per Service Hour					
Fringe benefits description: (list benefits including holidays, health insurance, dental insurance, 401K, etc.)					
Payroll factoring description: (state terms and rates)					
Other costs description:					

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit K

ANTI-COLLUSION AFFIDAVIT

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

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

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

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

The undersigned is fully aware of the facts and circumstances surrounding the making of the Proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Proposal; and

Neither the Proposer nor anyone subject to the Proposer's direction or control has been a party: to any collusion among Proposer in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from Proposing; to any collusion with any TRRC official, agent or employee as to quantity, quality or price in the prospective Contract Agreement, or as to any other terms of such prospective Contract Agreement; nor in any discussion between Proposer and any TRRC or Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of a Contract Agreement.

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer's Authorized Agent

State of _____) County of _____)

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public _____

Notary Number _____

My Commission expires _____

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit L

AUTHORIZATION FOR INFORMATION

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

Dated this _____ day of _____, 2019.

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer's Authorized Agent

State of _____) County of _____)

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public _____

Notary Number _____

My Commission expires _____

(Balance of page intentionally left blank)

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit M

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

(2) The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the TRRC of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

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

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer's Authorized Agent

_____ day of _____, 2019

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit N

ANTI-BOYCOTT DIVESTMENT AND SANCTIONS AGAINST ISRAEL CERTIFICATION

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

Form requirements:

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

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

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

Company Name _____

Street Address _____

City _____

State _____

Zip Code _____

Phone Number _____

Printed Name
of Authorized
Representative _____

Title of
Authorized
Representative _____

Signature of
Authorized
Representative _____

Date _____

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit O

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

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

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

Company Name _____

Authorized Representative's Name _____

Authorized Representative's Signature _____

Date _____

(Balance of page intentionally left blank)

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit P

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

By executing this affidavit, the undersigned Proposer verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Three Rivers Regional Commission has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned contractor will forward notice of the receipt of an affidavit from a subcontractor to the contractor within five business days of receipt. If the undersigned contractor receives notice that a subcontractor has received an affidavit from any other contracted subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor / Subcontractor

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

Executed on _____, 201____ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201_____.

NOTARY PUBLIC

My Commission Expires:_____

THIRD PARTY OPERATION OF TRANSIT SERVICE FOR THREE RIVERS REGIONAL COMMISSION TRANSIT

Exhibit Q

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

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Commission may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Commission if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Commission.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Cy may pursue available remedies including suspension and/or debarment.

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit Q (continued)

**“ Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transaction”**

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

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

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

Signature of TPO's Authorized Official

Name and Title of TPO's Authorized Official

Date

**THIRD PARTY OPERATION OF TRANSIT SERVICE
FOR THREE RIVERS REGIONAL COMMISSION TRANSIT**

Exhibit R

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

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

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

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

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

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

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

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

_____. Signature of TPO's Authorized Official

_____. Name and Title of TPO's Authorized Official

_____. Date

THIRD PARTY OPERATION OF TRANSIT SERVICE FOR THREE RIVERS REGIONAL COMMISSION TRANSIT

Exhibit S

Agreement to Adhere to Department of Human Services Standards

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

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

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

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

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

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

_____ Proposer has reviewed and will comply with the State Management Plan and Administrative Application Package for Transportation for Elderly Persons and Persons with Disabilities. The plan can be viewed by going to: http://oig.georgia.gov/sites/dhs.georgia.gov/files/imported/DHR/DHR_CommonFiles/8%20-%202005.16.2012.5310-SMP&APPLICATIONPACKAGE-FFY2012%20SFY2013_1.pdf

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

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

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

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

_____ The Proposer shall be solely responsible for the personal conduct of all employees/sub-contractors performing under any resulting contract. The Proposer shall list the names, addresses, phone number and email addresses of all subcontractors that will provide transportation services under any resulting contract.

_____ Proposer has read and understands the Division of Aging, Senior Centers Delivery Standards; Department of Behavioral Health and Developmental Disabilities Service, Division of Family and Children Services Service, and Georgia Vocational Rehabilitation Agency Requirements service standards and requirements. (See DHS Manual)

_____ Proposer must provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm/company as follows: a. If a public company, the Proposer must provide its most recent

audited financial report. b. If a private company, the Proposer must provide a copy of the most recent internal financial statement and a letter from its financial institution on the financial institution's letterhead stating the Proposer's financial stability.

____ Proposer must disclose any history (past 5 years) of contract non-compliance with a State Entity, including poor past or current contract performance or sanctions, where applicable. Proposers that have been sanctioned, within the last five years, because of non-compliance will be eligible to apply; however, a detailed explanation of the events(s), as well as the current status must be submitted, if applicable. Where not applicable, a general statement stating "such" must be completed and successfully submitted.

____ Proposer must provide a detailed outline, using: Vehicle Maintenance Program (max 3 pages), of their vehicle maintenance procedures.

____ Proposer must outline their process for ensuring all drivers are properly trained according the training requirements outlined in Section E in the DHS Transportation Manual.

Signature: _____ Date: _____

Title: _____