



# Georgia Department of Transportation

## Transit Financial Management & Oversight Policy Manual

### Exhibits

Federal Transit Grant Administration  
5311 and 5307 Public Transit Programs

## List of Exhibits & Supporting Documents

| Exhibit# | Name of Template  | Type of Document/Purpose |
|----------|---|--------------------------|
| 1        | FTA Certifications & Assurances                                     | Word/Subrecipient        |
| 2        | Financial Management Checklist                                      | Word/Subrecipient        |
| 3A       | RFP Solicitation- Third-party Operation of Transit Service          | Word/Subrecipient        |
| 3B       | Third Party Operator Rate Budget Worksheet for RFP                  | Excel/Subrecipient       |
| 3C       | Third-Party Operator Contract Template                              | Word/Subrecipient        |
| 4A       | Subrecipient Operating Reimbursement                                | Excel/Subrecipient       |
| 4B       | USOA Listing of eligible Expenses                                   | Word/Subrecipient        |
| 5A       | Internal Monthly Invoice Review Report Form                         | Word/GDOT Internal       |
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| 6        | Subrecipient Small Capital Reimbursement Request (SRR)              | Excel/Subrecipient       |
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| 8A       | ICRP Certification – Government Entity                              | Word/Subrecipient        |
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## EXHIBIT # 1

### Financial System Certification - Certification of Indirect Cost Rate Proposal

**Direction: To be completed annually by “Governmental Entities” charging Indirect Costs**

**CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:**

I, the undersigned, certify that [Local Agency Name] has a financial management system that accumulates and segregates **direct costs** (*costs that can be specifically identified to a final cost objective, e.g., a project, program, or other direct activity of an organization*) from **indirect costs** (*costs incurred for a common or joint purpose benefitting more than one final cost objective, e.g. administrative costs such as clerical support, human resources, accounting, payroll, financial audits, rent, utilities, supplies, vehicle expense, executive management that are not readily assignable to the final cost objectives specifically benefitted, without effort disproportionate to the results achieved*) and by project/activity, that are allowable in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR § 200).

**I certify the agency’s financial management system has the following attributes:**

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts.
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into different cost accounts.
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g., labor, consulting, pass-thru, or other).
- Internal controls to maintain integrity of financial management system.
- Ability to consistently record and report costs as described in 2 CFR § 200.403.
- Ability to ensure costs billed are in compliance with 2 CFR § 200.
- Ability to ensure costs billed reconcile to general ledgers and job costing ledgers.
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

**I also certify that the types of records that are used to support the existence of these attributes include the following:**

- General ledger and job costing ledgers.
- Subsidiary general ledgers.
- Chart of accounts.
- Audited financial statements.
- Time keeping records.
- Documents supporting actual costs (e.g., invoices, canceled checks).
- Accounting policy and procedure manuals specific to the agency.

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this application proposal \_\_\_\_\_ [identify date and fiscal year of proposal] to establish billing or final indirect costs rates for the period of \_\_\_\_\_ [identify beginning and end period covered by rate] are allowable in accordance with the requirements of the Federal award(s) to which they apply and the provisions of 2 CFR Part 200.19. Unallowable costs have been adjusted for, in allocating costs as indicated in the indirect cost proposal

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the subsequent agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal government cognizant agency will be notified of any accounting changes that would affect the predetermined rate.

I, hereby, declare that the foregoing is true and correct.

Governmental Unit/Subrecipient Name: \_\_\_\_\_

Signature:

\_\_\_\_\_

Name of Official:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date of Execution of ICRP

\_\_\_\_\_

## EXHIBIT # 1A

# Financial System Certification and Certification of Indirect Cost Proposal

**Direction: To be completed annually by “Non-Profit Organizations” charging Indirect Costs**

### CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that [Local Agency Name] has a financial management system that accumulates and segregates **direct costs** (*costs that can be specifically identified to a final cost objective, e.g., a project, program, or other direct activity of an organization*) from **indirect costs** (*costs incurred for a common or joint purpose benefitting more than one final cost objective, e.g. administrative costs such as clerical support, human resources, accounting, payroll, financial audits, rent, utilities, supplies, vehicle expense, executive management that are not readily assignable to the final cost objectives specifically benefitted, without effort disproportionate to the results achieved*) and by project/activity, that are allowable in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR § 200).

**I certify the agency’s financial management system has the following attributes:**

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts.
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into different cost accounts.
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g., labor, consulting, pass-thru, or other).
- Internal controls to maintain integrity of financial management system.
- Ability to consistently record and report costs as described in 2 CFR § 200.403.
- Ability to ensure costs billed are in compliance with 2 CFR § 200.
- Ability to ensure costs billed reconcile to general ledgers and job costing ledgers.
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

**I also certify that the types of records that are used to support the existence of these attributes include the following:**

- General ledger and job costing ledgers.
- Subsidiary general ledgers.
- Chart of accounts.
- Audited financial statements.
- Time keeping records.
- Documents supporting actual costs (e.g., invoices, canceled checks).
- Accounting policy and procedure manuals specific to the agency.

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the to the best of my knowledge and belief:

- (1) All costs included in this application proposal date of \_\_\_\_\_ 20\_\_\_\_ to establish billing or final indirect (F&A) costs rate for the Fiscal Year period beginning \_\_\_\_\_ 20\_\_\_\_ to \_\_\_\_\_ 20\_\_\_\_ are allowable in accordance with the requirements of the Federal awards to which they apply and with Subpart E—Cost Principles of Part 23 “Cost Principles for Nonprofit Organization”
  
- (2) This proposal does not include any costs which are unallowable under Subpart E—Cost Principles of Part 200 such as (without limitation): public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, and defense of fraud proceedings; and
  
- (3) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements.

I declare that the foregoing is true and correct.

Nonprofit Organization: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name of Official: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

## EXHIBIT # 1B

### GDOT MODIFIED TOTAL DIRECT COST RATE (10% DEMINIMUS) CERTIFICATION

For Recovery of Indirect Costs for a Federal Grant Award

[LOCAL AGENCY NAME]

EFFECTIVE FISCAL YEAR [XXXX]

#### CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that [Local Agency Name] has a financial management system that accumulates and segregates **direct costs** (costs that can be specifically identified to a final cost objective, e.g., a project, program, or other direct activity of an organization) from **indirect costs** (costs incurred for a common or joint purpose benefitting more than one final cost objective, e.g. administrative costs such as clerical support, human resources, accounting, payroll, financial audits, rent, utilities, supplies, vehicle expense, executive management that are not readily assignable to the final cost objectives specifically benefitted, without effort disproportionate to the results achieved) and by project/activity, that are allowable in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR § 200).

I certify the agency's financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts.
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into different cost accounts.
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g., labor, consulting, pass-thru, or other).
- Internal controls to maintain integrity of financial management system.
- Ability to consistently record and report costs as described in 2 CFR § 200.403.
- Ability to ensure costs billed are in compliance with 2 CFR § 200.
- Ability to ensure costs billed reconcile to general ledgers and job costing ledgers.
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

I also certify that the types of records that are used to support the existence of these attributes include the following:

- General ledger and job costing ledgers.
- Subsidiary general ledgers.
- Chart of accounts.
- Audited financial statements.
- Time keeping records.
- Documents supporting actual costs (e.g., invoices, canceled checks).
- Accounting policy and procedure manuals specific to the agency.

**CERTIFICATION OF ELIGIBILITY:**

I, the undersigned, certify that [Local Agency Name] is eligible to use the 10% *de minimis* indirect cost rate as the organization has:

1. Never received a negotiated indirect cost rate with the Federal government; and
2. Received less than \$35 million in direct federal funding for the fiscal year requested and each fiscal year thereafter.

**Finally, I understand:**

1. The *de minimis rate* of 10% is to be applied to Modified Total Direct Costs which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified Total Direct Cost excludes equipment, capital expenditures, rental costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
2. Costs must be consistently charged as either indirect or direct but may not be double charged or inconsistently charged as both.
3. The proper use and application of the *de minimis* rate is the responsibility of [Local Agency Name] and GDOT reserves the right to perform an audit to ensure compliance with 2 CFR § 200 and agreements with GDOT. If it is determined that [Local Agency Name] inconsistently charged costs, or is otherwise not in compliance with 2 CFR § 200, [Local Agency Name] may be required to reimburse GDOT for any identified overbillings.
4. [Local Agency Name]'s schedule of expenditures of federal awards must include a note on whether it elected to use the 10% *de minimis* cost rate in accordance with 2 CFR 200 § 200.510(b)(6).

**Certification**

By signing this declaration, I certify to the best of my knowledge and belief that the information is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

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Name of Non-Federal Entity

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Signature of Authorized Official\*

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Name (Printed)

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Title

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Date

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Telephone

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E-mail

*\*(Must be executive, financial officer, or equivalent of entity)*

Please submit this certification to the address below:

**Georgia Department of Transportation**  
**Public Transit Section, Attention: Ms. Leigh Ann Trainer**  
**Georgia Department of Transportation**  
**600 W. Peachtree St. NW**  
**Atlanta, GA 30308**

## Exhibit # 2

# GDOT Template for Approval of ICRP

Date

Patricia Smith  
Transit Program Delivery Manager  
600 W. Peachtree Street, 6<sup>th</sup> Floor  
Atlanta, GA 30308

Dear Mr/Mrs. X:

The Georgia Department of Transportation, Office of Intermodal Transit Department has reviewed the Indirect Cost Allocation Rate Plan (ICRP) submitted for reimbursement of In-direct costs for your 5311 or 5307 Operating Grant for State Fiscal Year XXXX.

Based on the information provided and reviewed by the Department of the most recently audited data provided, the Department concurs with the use of the rate of xxxx% which will be applied only to the operational costs billed monthly.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Patricia Smith  
GDOT Transit Program Delivery Manager

cc: Name & Title  
Name & Title  
File copy

## Exhibit 3

# Written Financial Policy Checklist

## Written Financial Procedures

Written procedures such as required per 2 C.F.R. Part 200, §200.302(b)(6) should not be a reiteration of the federal requirements or the policies or goals. Rather, procedures are the step by step process that is used to obtain the goal or the steps that are necessary to be in compliance with the federal requirement. Written procedures should answer questions such as: who determines that the cash management procedures are being followed; how is it determined the procedures are followed; when the steps are performed; what is being verified.

A subrecipient's Cash Management written procedures must address both advance payments and cost reimbursement. The written procedures should include steps involved in the obligating, liquidating, and claiming of federal funds.

The following is a list of questions to consider when documenting procedures. This is not an all inclusive list but rather to be used in guidance when writing the step by step procedures. These questions represent the types of information the subrecipient should include in written financial policies and procedures.

### Written procedures regarding the obligation of Federal funds:

#### Purchase orders for goods or services

- Who has authority to generate a purchase order (PO)?
- How is a purchase order generated? What steps are involved?

#### Who approves purchase orders?

- Who has authority to approve contracts?
- Who determines the purchase is an allowed cost on a federal grant?
- What information is used to make the determination it is an allowed cost?
- Who verifies the goods or services have been budgeted on the Federal grant?

#### Payroll

- Who identifies each staff person with a status of single cost objective or multiple cost objective?

#### How is this status determined?

- How often is this information reviewed and updated?
  - Where is this information stored?
  - How is this communicated between areas?
- Who sets up the account coding of personnel claimed on the grant?
- Who verifies that the salaries charged to the grant are for individuals approved on the grant?

*Regarding staff with multiple cost objectives:*

- Who approves time worked on a federal program / project?
- Who verifies charged amounts against supporting time and effort documentation prior to a claim being made?
  - How is this communicated between areas?

*For short-term work such as substitute staffing, extended school year, stipends, etc.:*

- Who verifies the short-term work is completed by licensed individuals (if required)?

Who verifies the work was completed prior to submitting a claim?

- Does the time sheet identify the Federal funding source or cost objective?
- How is this communicated between areas?

**Credit card purchases**

- Who has access to the subrecipient's credit card?
- What purchases are allowed to be made by credit card?

Who reconciles credit card bill to actual expenditures?

- What supporting documentation is required for payment of an expenditure?

**Petty cash purchases**

- Who has access to the petty cash?
- What purchases are allowed to be made with petty cash?
- Who reconciles petty cash to actual expenditures?
  - What supporting documentation is required for payment with petty cash?
  - How is the petty cash replenished?

**Written procedures regarding the liquidation of Federal funds:**

**Receipt of goods or service performed**

- Who verifies the goods have been received or service performed?
  - How is the verification done?
- Who determines the goods are being put into use in the federal program/project? How is it determined?
- Who determines the service was timely performed and how is it verified?
- If assets (such as computing devices) were purchased, how are these being tracked per Federal program?
- If assets are lost, stolen or damaged, what is the process for reporting and documenting?
- If assets are no longer needed, what is the process for reporting and documenting?
  - How is this communicated between areas?

## Payment Process

- How is an invoice approved for payment? Who gives final approval?

What is the payment process?

- What supporting documentation is required prior to payment?

## Written procedures regarding the claiming of Federal funds:

- How are expenditures tracked?
- Who prepares the claim for expenditure reimbursement?
- Who verifies that the expenditure report includes only expenditures that have been obligated and liquidated in the requested reimbursement amount?
- Who verifies the expenditure report includes costs that are on an approved budget and have been determined allowable?
- How is it determined if an expenditure claimed has been both obligated and liquidated?

Who approves the claim prior to submission?

- When do expenditure claims get filed during the year? (*monthly, quarterly*)
- Who ensures the final expenditure claim is filed no later than August 30th following the fiscal year ended June 30<sup>th</sup>?
  - Who determines whether an amount claimed has been liquidated within 90 days of year end?
  - How are costs at year end determined to be obligated and not liquidated?

Who verifies that the final expenditure report ties to the general ledger accounts?  Who performs the cash reconciliation?

- Is there separation of duties between who approves and disburses the funds from who performs the reconciliation?

## Exhibit 4

# Allowability of Costs Under the Section 5311/5307 Program

## Administrative Operations

### 501 – Labor

#### 501.01 - Operator's Salaries & Wages

This object class includes the cost of labor for the transit agency's employees who are classified as revenue vehicle operators or crewmembers. It includes wages for performing revenue vehicle operations (e.g., platform time, student training time, accident reporting time, stand-by time, and revenue vehicle movement control, inspection and maintenance of revenue vehicles, servicing revenue vehicles, customer service, and marketing. This object class does not include operators' wages for performing non-vehicle maintenance functions.

- Salaries/wages of lead drivers or street supervisors
- Salaries/wages full- and part-time vehicle operators
- Salaries/wages of temporary vehicle operators
- Salaries/wages of PCAs who work for transit agency
- Salaries/wages of escorts who work for transit agency

#### 501.02 - Training Salaries and Wages

The labor of employees of the transit system who are being trained.

- Salaries/wages of provisional employees or trainees

#### 501.03 - Dispatchers Salaries and Wages

The labor of employees of the transit system who are classified as vehicle dispatchers.

- Salaries/wages of personnel performing call-taking, reservations, or radio dispatching functions.

#### 501.04 - Administrative Salaries & Wages

The labor of employees of the transit system who are classified as administrative (e.g. managers, bookkeeper).

- Salaries/wages of the Director, Transportation Supervisor, or other management personnel;

- Salaries/wages of assistant directors, or other mid-level supervisors performing administrative functions
- Secretaries, and other administrative positions including, but not necessarily limited to: administrative assistants, clerks, typists, or data entry personnel
- Financial management positions including, but not necessarily limited to: finance director, director of accounting, accountant, payroll supervisor, payroll clerk, or accounts manager
- Salaries/wages of transit planning manager or supervisor, planners, or GIS technicians
- Salaries/wages of Marketing Manager or graphic artists
- Salaries/wages of modal supervisors, including, but not necessarily limited to: Rideshare Coordinator, Director of Special Services, etc.
- Salaries/wages of Drug/Alcohol Testing Program Manager

### **501.99 - Other Salaries & Wages**

This object class includes the labor of:

- Salaries/wages of all personnel not classified above employees of the transit agency who are not classified as revenue vehicle

### **502 – Fringe Benefits**

#### **502.01 – FICA**

Payments or accruals to the Federal social security or railroad retirement fund made by the employer on behalf of the employee.

**Applicable to Accounts: 501.04, and 501.99 (Other Salaries and wages classified as administrative)**

#### **502.02 - Pensions & Long Term Disability**

Payments or accruals to pension funds made by the employer on behalf of the employee under the terms of pension plans. Fringe benefits are classified and allocated to the administrative category in the same manner that salaries and wages have been allocated under Account 501.

#### **502.03 - Health Insurance**

Payments or accruals to insurance companies and health care providers by the employer as required on behalf of the employee under the terms of group health insurance plans.

#### **502.04 - Dental Plans**

Payments or accruals to insurance companies and health care providers by the employer as required on behalf of the employee under the terms of group dental insurance plans. Allowable costs under all fringe benefit cost objectives must

conform to the standards set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200.431(a) – (k).

#### **502.05 - Life Insurance**

Payments or accruals to insurance companies as required by the employer on behalf of the employee under terms of group or individual life insurance policies.

#### **502.06 - Short Term Disability**

Payments or accruals to insurance companies made by the employer on behalf of the employee under terms of group short-term disability insurance plans.

#### **502.07 - Unemployment Insurance**

Payments or accruals to state and Federal agencies required to be made by the employer on behalf of employees to provide continued compensation for a period of time if an employee is laid off.

#### **502.07 - Worker's Compensation**

Payments or accruals to insurance companies to indemnify the transit agency against statutory damages arising from injuries or death to employees while employed by the transit system. It also includes payments or accruals for uninsured losses for statutory damages arising from injuries or death to employees while employed by the transit agency. Applicable to Accounts: 501.01, 501.02, 501.03, and 501.99 (Other Salaries and wages classified as operations)

#### **502.08 - Sick Leave**

Approved payments or accruals to employees for periods of time when the employee is absent from work for illness approved under the transit agency's sick leave policy.

#### **502.09 - Holiday**

Payments or accruals to employees for periods of time when the employee is absent from work on recognized holidays. In addition, this category includes payments or accruals for premiums incurred for work performed on recognized holidays.

Fringe benefits are classified and allocated to the administrative category in the same manner that salaries and wages have been allocated under Account 501.

#### **502.11 Vacation**

Payments or accruals to employees for periods of time when the employee is absent from work due to vacation time earned and taken. This category also includes payments and accruals for vacation time earned and paid to employees rather than taken.

#### **502.11 - Other Paid Absence**

Payments or accruals to employees for periods of time when the employee is absent from work for approved reasons (e.g., military duty, jury duty, bereavement). Allowable costs under all fringe benefit cost objectives must conform to

the standards set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200.431(a) – (k).

### **502.12 - Uniform Allowance**

Payments or accruals to employees to offset the cost of uniforms or work clothing that must be worn as part of the occupation. This category also includes payments for clothing provided to employees to wear while engaged in their occupation.

### **502.99 - Other Fringe Benefits**

Other payments or accruals to or on behalf of an employee arising from his or her employment, but not from the performance of a piece of work, and not fitting any of the other fringe benefits definitions.

## **503 – Professional Services**

### **503.01 Management Services**

The labor and services provided by a management service company hired to provide operating management to the transit agency. This category includes the ongoing labor and services of the management service company personnel devoted full-time to the transit agency. In addition, it includes the occasional consulting and special purpose studies provided directly by the management service company.

- **Management fees paid to outside (third party) organizations that perform turn-key transit system management functions**

### **503.02 - Advertising Services**

The labor and materials provided by an advertising agency in the development and production of advertising campaigns for the transit agency. Advertising media fees, regardless of whether they are paid to the advertising agency or directly to the media, are included in object class 509,

Miscellaneous Expenses -- Advertising/Promotion Media.

- Labor, service, and materials fees paid to an advertising agency in the development and production of advertising campaigns

### **503.03 - Professional & Technical Services**

The labor and services provided by attorneys, accountants, auditors, investment bankers, computer service companies, engineering firms, management consultants, and transit industry consultants. These services generally require specialized technical knowledge and are usually performed under the supervision of the outside organization.

- Labor and services fees paid by the grantee/operator to various professional and technical service companies, including, but not necessarily limited to: accountants, auditors, attorneys, investment bankers, and payroll service processing firms
- Labor and service fees paid to outside (third party) organizations for Section 5311 grant administration services (e.g., regional planning agency)

- Labor and service fees paid to drug & alcohol vendors, including, but not necessarily limited to third party administrator, MRO, BAT, SAP, collection sites
- Labor and service fees paid to programming/network maintenance/data processing firms

## Exhibit 5

# REQUEST FOR PROPOSALS (RFP) FOR THIRD PARTY OPERATION OF TRANSIT SERVICE FOR

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### 1. NOTICE TO PROPOSERS

\_\_\_\_\_ invites proposals for a service provider for the operation of its Section \_\_\_\_\_ public transit service, \_\_\_\_\_ for a one-year period, with an option at the discretion of \_\_\_\_\_ to extend for four (4) additional years. This public transit service is a federal and state subsidized service through 49 USC Section \_\_\_\_\_, Federal Transit Administration Other than Urbanized Areas Transit Fund Program. Copies of the Request for Proposal (RFP) document may be obtained from:

(CONTACT INFORMATION TO INCLUDE: SUBRECIPIENT NAME, CONTACT PERSON, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS)

The \_\_\_\_\_ 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 County, County, regional, state, and federal agencies.

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

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

The RFP is publicly advertised and issued to all requesters.

Proposers must submit proposals in two (2) parts. The first part includes, but is not limited to technical and contractual proposal, including all required submittals. The second part includes, but is not limited to proposed price and cost data, including all required submittals. All information including the number and names of Proposers is kept confidential, within legal constraints. Each proposal part must be submitted in separate sealed envelopes and be clearly labeled as: Response to 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 \_\_\_\_\_. 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 opening of bid of proposals will be held. The \_\_\_\_\_ will open the proposals at \_\_\_\_\_ (location, date, and time) and will distribute the proposals to the evaluation committee for review.

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

The \_\_\_\_\_ 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.

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**PROSPECTIVE PROPOSERS MAY SUBMIT QUESTIONS CONCERNING THE PROPOSAL. QUESTIONS MUST BE SUBMITTED BY, \_\_\_\_\_ PM LOCAL TIME. QUESTIONS MUST BE SUBMITTED IN WRITING. EMAIL SUBMISSION OF QUESTIONS IS PREFERRED. QUESTIONS SHOULD BE DIRECTED TO:**

(CONTACT INFORMATION TO INCLUDE: SUBRECIPIENT NAME, CONTACT PERSON, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS)

**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 \_\_\_\_\_ website. Only a written addendum to the RFP shall change the RFP language. The \_\_\_\_\_ shall not be responsible for oral interpretations.

**ALL PROPOSALS MUST BE RECEIVED BY \_\_\_\_\_, LOCAL TIME ON \_\_\_\_\_. NO PROPOSALS SHALL BE ACCEPTED AFTER THIS TIME AND DATE.**

All correspondence and sealed proposals shall be directed to: (Contact information to include Subrecipient, Subrecipient Contact Person, Address, and email if accepting electronic submissions). One original and \_\_\_\_\_ copies of the proposal should be submitted to \_\_\_\_\_ for review. The \_\_\_\_\_ 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 \_\_\_\_\_ NO LATER THAN \_\_\_\_\_ LOCAL TIME, ON \_\_\_\_\_.**

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 \_\_\_\_\_ has chosen to initiate an RFP for the operation of rural public transit service, tentatively to begin operation on \_\_\_\_\_. 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 \_\_\_\_\_ policies, standards, and procedures. The proposed transit service will be designed to operate as: (DESCRIBE SERVICE AND SERVICE AREA)

## 3. SCOPE OF WORK

**General.** The \_\_\_\_\_ is seeking an outside TPO or firm to provide the operation of its public transportation service, \_\_\_\_\_ (system name), under the direction of the \_\_\_\_\_. The scope of this project includes the provision of (list everything expected from the third party operator) EXAMPLE: all vehicle operators (drivers), maintenance and cleaning of vehicles, supervision of services, dispatching of vehicles, administrative and customer service functions, management oversight, and coordination with County personnel to support grants management functions, transit service enhancements or service modifications.

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

**A. Service Description.** (provide detailed service description and any known changes to the service during the proposed contract period)

**B. Service Area.** (provide detailed service area description and any known changes to the service area during the proposed contract period)

C. **Service Days and Hours.** (provide detailed service days and hours description and any known changes to the service days and hours during the proposed contract period)

D. **Vehicles.** (provide details of vehicles that will be needed for the service and who is responsible for providing the vehicles. If the subrecipient is providing vehicles a vehicle inventory should be referenced as an attachment and identified in this section)

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

**Scheduling Software.** (provide details of who will be responsible for what functions and equipment) EXAMPLE: The County shall provide for scheduling and dispatch software as mandated by Georgia Department of Transportation. The County will maintain a service agreement for maintenance of the scheduling and dispatching software. The County is responsible for providing hosting and for all services necessary to maintain the software and for mobile data tablets. The TPO will be responsible for securing and maintaining TPO staff computers.

F. **Current Fares.** (Define fare structure and fares)

G. **Ridership and Operational Data.** (Define recent Annual passenger trips and vehicle miles for the transit service for the most recent year) Include disclaimer: EXAMPLE: These numbers are for planning purposes only and not a guarantee of any kind by the County of the number of hours or miles of service to be delivered by the TPO.

are shown below in Table 1. These numbers are for planning purposes only and not a guarantee of any kind by the County of the number of hours or miles of service to be delivered by the TPO.

EXAMPLE: Table 1: Ridership and Operational Data

| FY2017          | Rides   | Service Hours | Miles   |
|-----------------|---------|---------------|---------|
| Fixed Route     | 141,471 | 14,263        | 310,000 |
| Demand Response | 58,962  | 32,853        | 441,968 |

**NOTE: TPO and Subrecipient/County Responsibilities must be customized to meet the unique design of the system. The following TPO and Subrecipient/County responsibilities listed below should be customized and assigned as appropriate to your system.**

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

**A. Facility.** (define TPO responsibilities for facilities)

**B. Vehicles.** (define TPO responsibilities for facilities)

**C. Fleet Management.** (define TPO responsibilities) **EXAMPLE:** The TPO shall have sole responsibility for preventative maintenance, repair, and cleaning of all vehicles. The TPO shall provide a vehicle maintenance program, including preventative maintenance, The TPO shall ensure vehicle maintenance is performed so that sufficient numbers of vehicles are available to properly provide service at all times. The TPO shall properly document all preventative maintenance, repairs, and cleaning and allow for the inspection of such documentation by the County upon demand. Preventative maintenance inspections must be regularly accomplished at intervals that meet or exceed all applicable state or federal requirements and the manufacturer’s recommended standards, procedures, and intervals. The TPO shall provide to the County documentation relative to the vehicle manufacturer’s recommended standards for preventative maintenance at intervals specified. Cost of fleet management shall be included in the TPO’s proposal. The TPO shall repair all safety-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 County to ensure that corrective repairs are properly made. All costs associated with the TPO’s personnel in getting vehicles to/from and during inspections shall be the TPO’s expense. All costs associated with correcting identified vehicle deficiencies shall be at the TPO’s expense.

The TPO shall provide detailed vehicle maintenance expenses in in the Format provided in Exhibit I,

**D. Staffing and Supervision.** (define TPO staff responsibilities) **EXAMPLE:** The TPO shall be responsible for hiring and properly training all personnel necessary to successfully complete the project including drivers, maintenance personnel, dispatchers, and supervisors. Costs for all personnel, including drivers, supervision and management, and other necessary staff, shall be included in the TPO’s proposed cost per unit. To ensure the highest quality of service the County requires that the TPO meets the minimum staffing requirement included in Table 2. The TPO shall hire and properly train an On-site General Manager located in the County facility, who has overall responsibility for managing the transit service program efficiently and effectively. The TPO’s General Manager shall be regularly accessible to County Transit Administrator to deal with daily operational issues and to resolve policy issues. The On-site General Manager shall be the point of contact for communication between the County Transit Administrator 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 County 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 provision of service in a safe, efficient, and effective manner.

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

The County 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 County's transit service program.

**EXAMPLE: Table 2: Minimum Staffing Requirements**

| <u>Minimum Staffing Requirements</u>       |   |                  |
|--|---|------------------|
| Position                                   | Responsibility  | Minimum Required |
| <u>Management</u>                          |   |                  |
| General Manager                            | Primary contact for the County, Responsible for management of Operations and Maintenance managers                           | 1                |
| Operations Manager                         | Responsible for day to day management of Dispatchers and drivers  | 1                |
| Maintenance Manager                        | Responsible for Day to day management of vehicle and facility maintenance not provided by the County. Must be SAE Certified | 1                |
| <u>Non-management Staff</u>                |   |                  |
| Mechanic (must be SAE certified mechanics) |   | 2                |

|                      |                       |
|----------------------|-----------------------|
| Porter/Utility       | 1                     |
| Dispatcher/Scheduler | 3                     |
| Driver               | Needs of the Business |

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

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

- Not entering any customer's home or other private residence at any time.
- Turning the vehicle engine off and removing the keys from the ignition and carrying them on the driver's person in the event the driver has to leave the vehicle.
- Allowing ambulatory passengers to use the wheelchair lift upon request of the passenger.

**F. Marking of Transit Vehicles. (Define who is responsible for vehicle markings) EXAMPLE:** The TPO 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.

**G. Fare Collection. (Define who is responsible for fare collection) EXAMPLE:** The TPO is responsible for the collection, accounting, and safeguarding of proper fare revenues from all passengers.

**H. Billing. (Define required billing method) EXAMPLE:** The TPO shall invoice the County monthly. All invoices shall be timely and correct. TPO shall use Exhibit H for billing purposes. Revenue Service Hours (RSH) are to be documented for each route/service. Fare revenue collected by the TPO for the month will then be deducted from the base reimbursement. Maintenance and technology costs shall be included in the billing unit rate.

**I. Documentation of Service Provided and Maintenance of Financial and Operating Records. (Define required service and maintenance documentation method) EXAMPLE:** The TPO shall be responsible for completing and submitting to the County certain forms as designated by the County including, but not limited to: monthly operating data, and any other reasonable data as requested by the County according to requirements of the Federal Transit Administration's (FTA's) National Transit Database. Such data shall be submitted to the County 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 County, monthly operating & financial data including the following for each service mode: total passenger trips carried, total miles, total hours, total road calls, total collision accidents, missed trips, revenue hours operated along with an invoice, and a profit and loss statement for services provided under the resulting contract.
- National Transit Database Data. The TPO shall collect passenger mile data in designated sampling years per the Federal Transit Administration National Transit Database (NTD) requirements and submit it to the County 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 County 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 County to review such records immediately upon request. The TPO shall report drug and alcohol testing data to the County a

monthly, quarterly, or annual basis as may be required by the U.S. DOT or FTA.

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

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.

**J. Right of Entrance on TPO Occupied Property. (Define what is required of TPO) EXAMPLE:** The TPO shall permit and allow any and all duly authorized County employees or representatives to enter upon any part of the TPO's occupied property or facilities for the purpose of inspecting facilities and equipment, inspecting and/or auditing financial or operating records, and for other matters relevant to the project upon from the County of its intent to make such entry. No notice shall be required for on-road vehicle inspections to be conducted by the County. The TPO shall instruct its drivers to allow County personnel and official representatives to have right of entry on vehicles upon showing proper identification.

**K. Training. (Define staff training requirements) EXAMPLE:** 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 County'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 County in advance.
- Upon hiring, provide reasonable suspicion for drugs and alcohol training for all Dispatchers and supervisors.

**L. Insurance Requirements. (Define insurance requirements) EXAMPLE:** The TPO shall be required to maintain at its expense at all times during the duration of the resulting contract the following insurance coverage:

- Workers Compensation and Employer's Liability. Workers Compensation and Employer's Liability Insurance shall be maintained at the minimum levels required by the State of Georgia.
- Comprehensive General Liability. The TPO shall provide and maintain comprehensive general liability coverage for bodily injury (including but not limited to sexual abuse or molestation) and property damage of \$3,000,000 combined single limit for any one occurrence.
- Automobile Liability. The TPO shall provide and maintain automobile liability coverage for all revenue and non-revenue vehicles used in the project for bodily injury and property damage to

a combined single limit of \$5,000,000 for any one occurrence.

- Collision and Comprehensive. The TPO shall provide and maintain collision and comprehensive physical damage coverage 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 County but in no event less than replacement cost coverage that would be sufficient to replace damaged or totaled vehicles with vehicles of the same or similar functionality.

All insurance coverage required to be maintained or provided by the TPO must be with Insurance companies licensed and admitted by the State of Georgia. All comprehensive general liability, automobile liability, collision and comprehensive policies must name GDOT and the \_\_\_\_\_ as additional insureds. Certificates of insurance for all the above-listed coverages shall be submitted to the County on an annual basis and when carriers or coverage limits change.

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

**M. Accident/Incident Reporting. (Define accident reporting requirements) EXAMPLE:** 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 County Transit Director immediately. A complete written report in compliance with applicable state and federal requirements shall be forwarded to the County Transit Administrator providing details within forty-eight (48) hours of the accident. The TPO shall make its employees available to the County for interview as part of the County'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 County. TPO shall cooperate with the County for participation in media releases and information as directed by the County.

All other incidents or occurrences which happen in the course of service operations involving passengers, altercation, odd behavior, threats, or disputes must be reported verbally by phone, fax or electronic mail to the County Transit Administrator immediately.

**N. Performance Monitoring. (Define performance expectations) EXAMPLE:** The County 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 County 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.

**O. Safety and Security. (Define safety and security requirements) EXAMPLE:** 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.

**P. Drug and Alcohol Testing. (Define drug and alcohol requirements) EXAMPLE:** 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.

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

**Q. Driver Uniforms. (Define requirement if applicable) EXAMPLE:** 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 County. Costs for all uniform items shall be at the expense of the TPO.

**R. Customer Complaints. (Define compliant reporting requirements) EXAMPLE:** The TPO shall report customer complaints to the County's Transit Administrator within forty-eight (48) 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 County 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 County 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 County within forty-eight (48) 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 County may subject TPO to liquidated damages.

**S. Missed Service. (Define expectation) EXAMPLE:** The TPO is responsible for successfully completing and carrying out all scheduled service in a timely manner. The TPO shall report to the County Transit Administrator 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 County Transit Administrator and confirmed in writing. Excessive missed service may subject TPO to poor

performance penalties.

**T. Incidental Use and Storage of Transit Service Vehicles. (Define use and storage requirements)**

**EXAMPLE:** 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 County approved facility or at a maintenance subcontractors facility in the event of subcontracted maintenance to be performed.

**U. Complaint Resolution. (Define complaint resolution and reporting responsibilities) EXAMPLE:**

The TPO is responsible for receiving customer complaints regarding the provision of transit service and responding back to the customer upon investigation by the TPO. In unusual cases, the County may assume responsibility for complaint resolution. The TPO is required to report all complaints to the County's Transit Administrator within 24 hours of receipt of the complaint. All TitleVI and ADA complaints must be forwarded to the County's TitleVI and ADA Officer for investigation.

**W. Performance Standards. (Define performance expectations and requirements) EXAMPLE:**

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

**EXAMPLE: Table 3: Categories of Performance Standards**

| Category Number | Category Type                      | Performance Standard  | Penalty/Incentives  |
|-----------------|------------------------------------|---|---|
| 1               | Preventative Maintenance           | Preventative maintenance inspections and repair must be completed on time with the manufacturer’s recommended minimum scheduled service. On time maintenance shall be completed on time 90% of time   | Failure to maintain at least a 90% 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             |
| 3               | 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 90% 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 |
| 4               | Repeat Substantiated Complaints    | No repeat substantiated customer complaints on the same service issue.  | Repeat substantiated complaints may result in the County requesting staff associated with the complaint be terminated or reassigned.  |
| 5               | 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 County requesting staff associated with the incident be terminated or reassigned. Repeat offenses may result in termination of contract.  |
| 6               | TPO Contacts                       | Inability by County of _____ 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.   |

|    |  |  |  |
|----|--|--|--|
| 7  | Data Requirements                            | TPO must submit monthly operating data as outlined in RFP to _____ not later than 12 calendar days following end of month                        | Failure to submit date by the 12 <sup>th</sup> without prior County approval will result in delay of payment of the monthly invoice until the data is submitted.   |
| 8  | Customer Service/ADA Paratransit Eligibility | TPO must have knowledgeable staff available to the public by telephone or in person at all times of service operation.                           | Failure to have staff available and meet ADA eligibility determination deadlines may result in financial penalties equal to the number of service hours staff was not available during hours of operation. Delays in processing of ADA eligibility applications will result in a \$20.00 per day penalty for each day beyond the processing deadline date. |
| 9  | 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 County. | Unauthorized use of County 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.  |
| 10 | Demand Response Productivity                 | TPO shall be accountable for productivity below 2.0 passengers per service hour.   | Failure to meet productivity Standards for 3 consecutive months shall require submission of a corrective action report. Continued poor performance may result in non-renewal of the contract. The TPO is eligible for a bonus of 1% of Demand Response portion of the Monthly invoice if Demand Response performance Exceeds 3.5 trips per hour.           |
| 11 | 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.   |

|    |                      |   |  |
|----|----------------------|---|--|
| 12 | Facility Maintenance | TPO shall be responsible for facility janitorial maintenance to include general office janitorial and janitorial maintenance of bus shelters. | Failure to provide adequate janitorial maintenance as identified in this proposal may result in a penalty of 2% of the Fixed Route portion of the monthly invoice. |
|----|----------------------|---|--|

X. **Fuel.** (Define who is responsible for fuel purchases) **EXAMPE:** The TPO is responsible for all fuel purchases. Fueling stations shall be located within the service area to limit unnecessary travel that could impact on time performance.

Z. **Local Matching Funds** (Define who is responsible for securing the FTA grant match) **EXAMPLE:** The TPO is responsible for securing the FTA grant required local match contribution for the County’s public transit program. The TPO must certify as its ability to secure the required local match and provide a list of sources and amounts that will be used to match the FTA grant.

#### 4. COUNTY(Subrecipient) RESPONSIBILITIES

The \_\_\_\_\_ 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 County include the following:

- A. **Transit Administrator.** The \_\_\_\_\_ shall appoint a Transit Administrator who shall serve as the TPO’s point of contact and the person responsible for overseeing the TPO’s performance. The Transit Administrator shall be responsible for addressing all media inquiries, etc. pertaining to the service.
- B. **Marketing.** The \_\_\_\_\_ 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 County’s marketing activities.

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

- C. **Citizen Participation.** The \_\_\_\_\_ 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.** The \_\_\_\_\_ review monthly invoices submitted by the TPO to ensure accuracy of requested reimbursement. Adjustments may be made by the County based on monthly audits of data included in daily manifests and service reports. The County shall pay approved TPO invoices, as adjusted, within thirty (30) days of receipt from the TPO.

F. **Performance Monitoring.** The \_\_\_\_\_ 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 4 shows the estimated schedule for procurement, award, and implementation of transit services.

**Table 4: RFP Schedule**

| Estimated Date | RFP Milestone  |
|----------------|--|
|                | <i>Request for Proposals (RFP) issued</i>  |
|                | Deadline for all Questions pertaining to the Request for Proposal -----PM, local time                                  |
|                | Request for Exceptions, Deviations, or Approved Equals Due to _____ by -----PM, local time                             |
|                | Responses Issued to Prospective TPOs on Requests for Exceptions, Deviations, or Approved Equals at 4:00 PM, local time |
|                | Proposals Due to _____ ,<br>ADDRESS<br>by ----- PM, local time   |
|                | Open Proposals – LOCATION OF BID OPENING ,<br>4:00 PM, local time  |
|                | Interviews may be held at LOCATION -<br>Appointment times to be determined by the County.                              |

|  |                                   |
|--|-----------------------------------|
|  | Selection of TPO (contract award) |
|  | TPO commence operations           |

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 County in writing, using the attached "Deviation, Approved Equal, Exceptions Request Form" (see Exhibit C), \_\_\_\_\_ PM, local time. Any such request must be fully supported with technical data or other pertinent information as evidence to support that such exception is equal or superior to the specification requirement. The \_\_\_\_\_ shall notify in writing those firms submitting such requests of their specific acceptance or rejection, item by item, by \_\_\_\_\_. 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 the \_\_\_\_\_ 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. 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.

**B. Experience with Transit Operations.** The Proposer shall describe its experience in bus transit systems and its capabilities to undertake a similar project with the \_\_\_\_\_. Reference information from a minimum of three (3) current contracts should be provided as well.

C. **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.

D. **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.

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

F. **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 D included within this RFP) that includes cost per revenue hour based on the \_\_\_\_\_ initial estimates of revenue hours identified in this RFP. Revenue hours are defined as hours when vehicles are in service according to published schedules. Proposer must fully complete, sign, and date the attached Cost Proposal Form. Proposers shall include all project costs as part of their completed Cost Proposal Form, including management and supervisory costs. Any deviations or exceptions made by a Proposer to the Cost Proposal Form not approved by the \_\_\_\_\_ in advance may render the Proposer's cost proposal as non-responsive.

**K. FTA Certifications (Exhibit E).** The Proposer shall certify and sign Exhibit E and include them in his/her proposal.

## 8. IDENTIFICATION REQUIREMENTS FOR PROPOSALS

PROPOSALS SHALL BE RECEIVED NO LATER THAN \_\_\_\_\_ PM, LOCAL TIME, \_\_\_\_\_ AT THE \_\_\_\_\_. The one original and four 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:

(List Subrecipient Name, Contact Name, and Address that proposals should be submitted to)

One packet marked -Proposal for Transit Service Technical Proposal  
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 \_\_\_\_\_.

## 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. RIGHTS OF REJECTION

The \_\_\_\_\_ reserves the right to postpone the proposal opening date for its own convenience and to reject any or all proposals for any reason.

**11. RESPONSIVE PROPOSALS**

The \_\_\_\_\_ 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 \_\_\_\_\_. Any proposal that fails to conform to the essential requirements of the RFP shall be deemed nonresponsive, and accordingly rejected.

**12. RESPONSIBLE PROPOSERS**

The \_\_\_\_\_ 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 \_\_\_\_\_ clearly indicates that the Proposer is not responsible and the \_\_\_\_\_ 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.

**13. WITHDRAWING PROPOSALS**

After proposals are opened by the \_\_\_\_\_, the Proposer may not withdraw proposals for \_\_\_\_\_ 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 \_\_\_\_\_ later than the exact date and time for proposal opening.

**14. BASIS OF EVALUATION AND CONTRACT AWARD**

Proposals shall be scored by an evaluation committee consisting of \_\_\_\_\_ staff and/or their designee(s). The evaluation criteria for the proposals and associated point values are shown in Table 5.

**EXAMPLE: Table 5: Proposal Evaluation Criteria and Points**

| Evaluation Criteria  | Maximum Points |
|--|----------------|
| Capability and experience of supervisory personnel to be assigned to the project | 20             |

|  |            |
|--|------------|
| Capability and prior experience in transit systems, including the provision of flexible route deviation services, including services for disabled riders, in various sized communities | 20         |
| The adequacy and quality of the Proposer's vehicle maintenance program   | 10         |
| Adequacy of financial, managerial, and technical resources to successfully carry out the required services and meet required service standards   | 15         |
| Adequacy of Proposer's response to all other requirements, terms, and conditions of this Request for Proposals   | 10         |
| Proposed Cost per Revenue Hour, Revenue Mile, Passenger Trip   | 25         |
| <b>TOTAL POINTS</b>  | <b>100</b> |

The Quality Level 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 \_\_\_\_\_ reserves the right to conduct initial evaluation of Proposer’s response to the RFP and interview finalists prior to final scoring of proposals. The \_\_\_\_\_ assumes no liability for any costs incurred by any individuals or firms responding to this RFP or participating in any interviews. The \_\_\_\_\_ 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 \_\_\_\_\_.

**15. COMMUNICATIONS WITH PROPOSERS**

*After release of this RFP, all communication must be in writing to \_\_\_\_\_ and directed to \_\_\_\_\_.* The \_\_\_\_\_ written response will be sent to all Proposers and prospective Proposers and posted to the \_\_\_\_\_ website.

**16. 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.

**17. PROTEST**

A Proposer may protest an intent to award of contract by submitting their protest in writing to the \_\_\_\_\_ and shall state the basis for the protest and the course of action that the protesting party desires the \_\_\_\_\_ to take. A protest based upon restrictive specifications or other provisions of the RFP must be received by \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ may reject the protest or allow the protesting party a reasonable time to correct the deficiencies in the protest documentation. \_\_\_\_\_ 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, \_\_\_\_\_ shall review and protest and provide a written decision to the protesting party.

The \_\_\_\_\_ shall not be obliged to postpone selection or contract award pending

resolution of a protest, unless otherwise required by law.

#### **18. FINANCIAL STATEMENTS**

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

#### **19. TIMELY COMPLETION**

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

#### **20. ASSIGNMENT OF CONTRACT**

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

#### **21. 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 \_\_\_\_\_.

#### **22. 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 \_\_\_\_\_ (subrecipient location).

#### **23. INDEMNIFICATION**

The selected firm shall indemnify and hold harmless the \_\_\_\_\_, 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 \_\_\_\_\_ will give prompt notice of any suits or claims instituted and will give all needed information to the firm for defending itself through counsel.

#### **24. REQUIRED CERTIFICATIONS**

All Proposers shall complete and submit the certifications (see Exhibits E and F) included herein and incorporated into this RFP.

## 25. RIGHT TO ADJUST COST

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

## 26. CONTRACT CHANGE ORDERS

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless the \_\_\_\_\_ 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 \_\_\_\_\_. At that time both parties shall execute a detailed agreement in writing.

## 27. FORM OF AGREEMENT

The agreement between the \_\_\_\_\_ and the successful Proposer will be in form of a \_\_\_\_\_ agreement and shall incorporate the scope of services and responsibilities of the TPO as well as the required clauses listed in Exhibit G:



**EXHIBIT B**

**Transit System Routes and Service Information**

**(Subrecipient must add system route information and brochures in this section)**

(Insert Route, Brochure, and Ride Guide

information here)

EXHIBIT C

REQUEST FOR DEVIATIONS, APPROVED EQUALS, OR EXCEPTIONS FORM

\_\_\_\_\_(subrecipient) \_\_\_\_\_(Transit Service) SERVICE  
PROPOSAL

RFP SECTION NO.: \_\_\_\_\_ DATE OF REQUEST: \_\_\_\_\_

RFP TITLE: \_\_\_\_\_ PAGE \_\_\_\_ OF \_\_\_\_

DESCRIPTION OF REQUEST FOR DEVIATION, APPROVED EQUAL OR EXCEPTION:

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

EXHIBIT D – COST PROPOSAL FORM

Proposer's Cost per Revenue Service Hour

|  | Year One | Year Two<br>(at the<br>option of | Year Three<br>(at the<br>option of | Year Four<br>(at the<br>option of | Year Five (at<br>the option<br>of the |
|--|----------|----------------------------------|------------------------------------|-----------------------------------|---------------------------------------|
| <i>Cost per Revenue<br/>Service Hour</i> |          |                                  |                                    |                                   |                                       |
| <i>Cost per Revenue<br/>Service Mile</i> |          |                                  |                                    |                                   |                                       |
| <i>Cost per<br/>Passenger Trip</i>       |          |                                  |                                    |                                   |                                       |

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

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

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

Company/Firm: \_\_\_\_\_

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

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

## Exhibit E

### 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 County may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the County 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 County.
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 Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Cy may pursue available remedies including suspension and/or debarment.

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

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

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

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

\_\_\_\_\_  
Signature of TPO's Authorized Official

\_\_\_\_\_  
Name and Title of TPO's Authorized Official

\_\_\_\_\_  
Date

Exhibit F

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

## Exhibit G 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 69 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 subTPO who will be subject to the provisions.

### **Termination Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

### **Suspension and Debarment**

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

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

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

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

If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the County 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 County. 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 County. 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 County shall be binding upon the TPO and the TPO shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the County, 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 County 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 County 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 County 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\_\_\_\_\_. In addition, the TPO may not hold retainage from its subcontractor.

e. The TPO must promptly notify the \_\_\_\_\_ 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 sub or TPO 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 County.

### **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 County requests which would cause the County 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 County, 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).

### **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

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

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

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the TPO agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR 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 CFR 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 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.

#### **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.

Exhibit H  
Invoice  
Template

| Quantity | Description | Account Code | Unit Price | Total |
|----------|-------------|--------------|------------|-------|
|          |             |              |            |       |
|          |             |              |            |       |
|          |             |              |            |       |

|           |  |
|-----------|--|
| Sub Total |  |
|-----------|--|

|           |  |
|-----------|--|
| USD Total |  |
|-----------|--|

Exhibit I  
Unit Cost Support Example

| RFP Budget Sheet - <u>Hour</u> Unit Rate   |                |      |      |      |      |      |
|--|----------------|------|------|------|------|------|
| 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 costs is not covered by the Base Unit Rate. |                |      |      |      |      |      |
|  |                |      |      |      |      |      |
|  |                |      |      |      |      |      |
|  |                | 2014 | 2015 | 2016 | 2017 | 2018 |
| VEHICLE HOURS OF SERVICE   |                |      |      |      |      |      |
| Demand Response  |                |      |      |      |      |      |
| Diviated Fixed Route   |                |      |      |      |      |      |
| TOTAL HOURS:   |                | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  |
|  |                |      |      |      |      |      |
| EXPENSE CATEGORY   |                | 2014 | 2015 | 2016 | 2017 | 2018 |
| LABOR  | # of Positions |      |      |      |      |      |
| Management/Admin. Clerk  |                |      |      |      |      |      |
| Dispatchers/Schedulers/Routers   |                |      |      |      |      |      |
| Drivers  |                |      |      |      |      |      |
| Maintenance  |                |      |      |      |      |      |
| Janitorial   |                |      |      |      |      |      |
| Other (explain)  |                |      |      |      |      |      |
| Subtotal:  |                | \$0  | \$0  | \$0  | \$0  | \$0  |
|  |                |      |      |      |      |      |
| FRINGE BENEFITS  |                | 2014 | 2015 | 2016 | 2017 | 2018 |
| Fringe Benefits  |                |      |      |      |      |      |

|   |  |      |      |      |      |      |
|---|--|------|------|------|------|------|
|   |  |      |      |      |      |      |
| Subtotal:                                   |  | \$0  | \$0  | \$0  | \$0  | \$0  |
|   |  |      |      |      |      |      |
| MATERIALS & SUPPLIES                        |  | 2014 | 2015 | 2016 | 2017 | 2018 |
| Fuel & Lubricants                           |  |      |      |      |      |      |
| Tires & Tubes                               |  |      |      |      |      |      |
| Office Supplies                             |  |      |      |      |      |      |
| Vehicle Parts & Supplies                    |  |      |      |      |      |      |
| Communications (Radios, etc)                |  |      |      |      |      |      |
| Uniforms                                    |  |      |      |      |      |      |
| Other (explain)                             |  |      |      |      |      |      |
|   |  |      |      |      |      |      |
| Subtotal:                                   |  | \$0  | \$0  | \$0  | \$0  | \$0  |
|   |  |      |      |      |      |      |
| INSURANCE                                   |  | 2014 | 2015 | 2016 | 2017 | 2018 |
| Insurance                                   |  |      |      |      |      |      |
|   |  |      |      |      |      |      |
| Subtotal:                                   |  | \$0  | \$0  | \$0  | \$0  | \$0  |
|   |  |      |      |      |      |      |
| MISCELLANEOUS                               |  | 2014 | 2015 | 2016 | 2017 | 2018 |
| Drug & Alcohol Testing, Physicals, Vaccines |  |      |      |      |      |      |
| Accounting (Payroll, Etc)                   |  |      |      |      |      |      |
| Start - Up Expenses                         |  |      |      |      |      |      |
| Proposal Bond                               |  |      |      |      |      |      |
| Profit                                      |  |      |      |      |      |      |
| Operating Taxes & Licensing                 |  |      |      |      |      |      |



|  |  |  |  |  |  |
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Example 2

| RFP Budget Sheet - <u>Base Mile</u> Unit Rate |                |      |      |      |      |      |
|---|----------------|------|------|------|------|------|
|   |                |      |      |      |      |      |
|   |                |      |      |      |      |      |
|   |                |      |      |      |      |      |
| VEHICLE MILES OF SERVICE                      |                | 2014 | 2015 | 2016 | 2017 | 2018 |
| Demand Response                               |                |      |      |      |      |      |
| Deviated Fixed Route                          |                |      |      |      |      |      |
| TOTAL MILES:                                  |                | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  |
|   |                |      |      |      |      |      |
| EXPENSE CATEGORY                              |                | 2014 | 2015 | 2016 | 2017 | 2018 |
| LABOR   | # of Positions |      |      |      |      |      |
| Management/Admin. Clerk                       |                |      |      |      |      |      |
| Dispatchers/Schedulers/Routers                |                |      |      |      |      |      |
| Drivers                                       |                |      |      |      |      |      |
| Maintenance                                   |                |      |      |      |      |      |
| Janitorial                                    |                |      |      |      |      |      |
| Other (explain)                               |                |      |      |      |      |      |
|   |                |      |      |      |      |      |
| Subtotal:                                     |                | \$0  | \$0  | \$0  | \$0  | \$0  |
|   |                |      |      |      |      |      |
| FRINGE BENEFITS                               |                | 2014 | 2015 | 2016 | 2017 | 2018 |
| Fringe Benefits                               |                |      |      |      |      |      |

|   |      |      |      |      |      |     |
|---|------|------|------|------|------|-----|
|   |      |      |      |      |      |     |
| Subtotal:                                   | \$0  | \$0  | \$0  | \$0  | \$0  | \$0 |
|   |      |      |      |      |      |     |
| MATERIALS & SUPPLIES                        | 2014 | 2015 | 2016 | 2017 | 2018 |     |
| Fuel & Lubricants                           |      |      |      |      |      |     |
| Tires & Tubes                               |      |      |      |      |      |     |
| Office Supplies                             |      |      |      |      |      |     |
| Vehicle Parts & Supplies                    |      |      |      |      |      |     |
| Communications (Radios, etc)                |      |      |      |      |      |     |
| Uniforms                                    |      |      |      |      |      |     |
| Other (explain)                             |      |      |      |      |      |     |
|   |      |      |      |      |      |     |
| Subtotal:                                   | \$0  | \$0  | \$0  | \$0  | \$0  | \$0 |
|   |      |      |      |      |      |     |
| INSURANCE                                   | 2014 | 2015 | 2016 | 2017 | 2018 |     |
| Insurance                                   |      |      |      |      |      |     |
|   |      |      |      |      |      |     |
| Subtotal:                                   | \$0  | \$0  | \$0  | \$0  | \$0  | \$0 |
|   |      |      |      |      |      |     |
| MISCELLANEOUS                               | 2014 | 2015 | 2016 | 2017 | 2018 |     |
| Drug & Alcohol Testing, Physicals, Vaccines |      |      |      |      |      |     |
| Accounting (Payroll, Etc)                   |      |      |      |      |      |     |
| Start - Up Expenses                         |      |      |      |      |      |     |
| Proposal Bond                               |      |      |      |      |      |     |
| Profit                                      |      |      |      |      |      |     |
| Operating Taxes & Licensing                 |      |      |      |      |      |     |



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|  |  |  |  |  |

Example 3

| RFP Budget Sheet - Passenger Trip Unit Rate |                |      |      |      |      |      |
|---|----------------|------|------|------|------|------|
|   |                |      |      |      |      |      |
|   |                |      |      |      |      |      |
| PASSENGER TRIPS                             |                | 2014 | 2015 | 2016 | 2017 | 2018 |
| Demand Response                             |                |      |      |      |      |      |
| Deviated Fixed Route                        |                |      |      |      |      |      |
| TOTAL TRIPS                                 |                | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  |
|   |                |      |      |      |      |      |
| EXPENSE CATEGORY                            |                | 2014 | 2015 | 2016 | 2017 | 2018 |
| LABOR                                       | # of Positions |      |      |      |      |      |
| Management/Admin. Clerk                     |                |      |      |      |      |      |
| Dispatchers/Schedulers/Routers              |                |      |      |      |      |      |
| Drivers                                     |                |      |      |      |      |      |
| Maintenance                                 |                |      |      |      |      |      |
| Janitorial                                  |                |      |      |      |      |      |
| Other (explain)                             |                |      |      |      |      |      |
|   |                |      |      |      |      |      |
| Subtotal:                                   |                | \$0  | \$0  | \$0  | \$0  | \$0  |
|   |                |      |      |      |      |      |
| FRINGE BENEFITS                             |                | 2014 | 2015 | 2016 | 2017 | 2018 |
| Fringe Benefits                             |                |      |      |      |      |      |

|   |      |      |      |      |      |     |
|---|------|------|------|------|------|-----|
|   |      |      |      |      |      |     |
| Subtotal:                                   | \$0  | \$0  | \$0  | \$0  | \$0  | \$0 |
|   |      |      |      |      |      |     |
| MATERIALS & SUPPLIES                        | 2014 | 2015 | 2016 | 2017 | 2018 |     |
| Fuel & Lubricants                           |      |      |      |      |      |     |
| Tires & Tubes                               |      |      |      |      |      |     |
| Office Supplies                             |      |      |      |      |      |     |
| Vehicle Parts & Supplies                    |      |      |      |      |      |     |
| Communications (Radios, etc)                |      |      |      |      |      |     |
| Uniforms                                    |      |      |      |      |      |     |
| Other (explain)                             |      |      |      |      |      |     |
|   |      |      |      |      |      |     |
| Subtotal:                                   | \$0  | \$0  | \$0  | \$0  | \$0  | \$0 |
|   |      |      |      |      |      |     |
| INSURANCE                                   | 2014 | 2015 | 2016 | 2017 | 2018 |     |
| Insurance                                   |      |      |      |      |      |     |
|   |      |      |      |      |      |     |
| Subtotal:                                   | \$0  | \$0  | \$0  | \$0  | \$0  | \$0 |
|   |      |      |      |      |      |     |
| MISCELLANEOUS                               | 2014 | 2015 | 2016 | 2017 | 2018 |     |
| Drug & Alcohol Testing, Physicals, Vaccines |      |      |      |      |      |     |
| Accounting (Payroll, Etc)                   |      |      |      |      |      |     |
| Start - Up Expenses                         |      |      |      |      |      |     |
| Proposal Bond                               |      |      |      |      |      |     |
| Profit                                      |      |      |      |      |      |     |
| Operating Taxes & Licensing                 |      |      |      |      |      |     |



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EXHIBIT 6

## Third-Party Operator Contract Template

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

### Contract for Transit Service

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compensation amount awarded is a not-to-exceed dollar figure which cannot be increased

without documented justification and a signed authorization of contract change.

#### **GENERAL CONDITIONS**

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

**SUBCONTRACTORS AND ASSIGNMENT:** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from \_\_\_\_\_. \_\_\_\_\_ by this Contract incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.

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

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

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

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

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

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

**CHANGES IN SCOPE:**

The \_\_\_\_\_ may, at any time, request changes within the general scope of this Contract. If any such requested change would result in an anticipated increase in the cost of, or the time required for, the performance or any part of the work under this Contract, or would result in an anticipated increase or decrease of ten percent (10%) or more to Contractor's estimated annual revenue \_\_\_\_\_(unit) stated in the RFP, the parties shall negotiate an equitable adjustment to Contractor's rate and the Contract will be amended accordingly.

In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing Contractor's operating costs by ten percent (10%), to include, but not limited to, laws, rule, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government required increases to employee wages and/or benefits, to include health care benefits, the \_\_\_\_\_ and Contractor shall meet to discuss the impact of these unanticipated additional costs and negotiate an equitable adjustment to Contractor's rates.

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

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

**INDEMNIFICATION:**

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

The \_\_\_\_\_ shall, to the extent permitted by law, protect, indemnify, and save the Contractor and its officers, employees, and agents, harmless from and against any and all automobile liability claims and vehicle physical damages claims, and any and all claims arising or resulting from the negligent acts, errors, or omissions of the \_\_\_\_\_, including the negligent acts, errors, or omissions of its officers, employees, servants, agents, subcontractors, and suppliers, including reasonable expenses, costs, and attorneys fees incurred by the Contractor and its officers, employees and agents in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property, arising or resulting from operation and use of \_\_\_\_\_-owned vehicles or Contractor's other performance of the Contract.

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

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

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Agency Name:

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CONTRACTOR Name:

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Address

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Address

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Telephone

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Telephone

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Email

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Email

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Contractor Authorized Representative**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Witness:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT A**

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

**EXHIBIT 5B – Under separate Cover – TPO rate worksheet**



**EXHIBIT #7**

**2020 Reimbursement Form**

**Under separate Cover (Excel Spreadsheet)**



### Internal Monthly Invoice Review Report Form

**Subrecipient Name:**

**1<sup>st</sup> Line Reviewer name:**

**Date Invoice Received by DTPM/TP:**  **Date Invoice Reviewed:**

- |  | <u>PTS</u>               | <u>Final Reviewer</u>    |
|--|--------------------------|--------------------------|
| 1. Review the subrecipient invoice packet for completion/accuracy:   |                          |                          |
| • Coversheet calculations fully/accurately completed in all sections   | <input type="checkbox"/> | <input type="checkbox"/> |
| • All numerical and typed fields completed as required by fiscal services  | <input type="checkbox"/> | <input type="checkbox"/> |
| • Invoice Coversheet is signed and dated and pertinent comments noted  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Review all expenditure details in the "Detail of Expenses" for eligibility  |                          |                          |
| • Refer to the "Cost Allowability" object codes and definitions for guidance   | <input type="checkbox"/> | <input type="checkbox"/> |
| • Verify allowability of revenue and expenses listed   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If unallowable expenses exist, or are questionable, please note in box below  |                          |                          |
| • List any "Unallowable" expenses under Program Accounting Group code and list Ineligible expense detail   | <input type="checkbox"/> | <input type="checkbox"/> |
|  |                          |                          |
| 4. Review detailed revenue & expense worksheets for accuracy of reporting by object code   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Confirm the general ledger reconciles to the "Detail of Expenses and Revenues" entries  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. If errors are found upon initial review by the DTPM/TP or second line reviewer, the invoice will be returned to the subrecipient for correction | <input type="checkbox"/> | <input type="checkbox"/> |

**This reimbursement packet has been reviewed in entirety and was found to be accurate and complete:**  Yes     No   

---

DTPM/TP Name & Signature Date

**This reimbursement packet has been reviewed in entirety and was found to be accurate and complete:**  Yes     No   

---

Transit Program General Office - Final Reviewer Name, Title & Signature Date

**EXHIBIT 8B**



**Internal Monthly Invoice Discrepancy Report**

This reimbursement packet was reviewed in entirety and is being returned to subrecipient for corrections for the following reason(s):

- Lack of accuracy in general ledger entries, entries that do not correspond to expensed items in USOA Line Item, or failure to cross reference expensed items with the USOA code in relationship to the general ledger
- Improper calculation or omission of revenues
- Ineligible source of local match
- Variance in USOA line item of more than 50% (will be reviewed by PTS at end of 6 month period)
- Expense for ineligible cost
- Failure to complete the Monthly Reimbursement Checklist, or missing items needed to perform full review
- Other discrepancies as may be identified, please describe below:

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DTPM/TP Name Date

---

Assistant Program Delivery Manager Reviewer Name Date

---

Program Delivery Manager Reviewer Name Date

**Exhibit #8C**

**REQUEST FOR OUTSTANDING INVOICES**

Date

Name

Title (contract official)

Address

City, State, Zip

RE: Late Submittal of Monthly Expenses

Dear :

The Georgia Department of Transportation requests \_\_\_\_\_ County Transit submit outstanding reimbursement requests. Please submit your outstanding reimbursements at your earliest convenience.

FTA requires that we close-out fiscal year projects within 90 days of the end of the fiscal year, or September 30<sup>th</sup> each year.

Please contact me immediately if I may assist you in submitting the outstanding reimbursements in question.

Thank you for your ongoing support of public transit in Georgia.

Yours truly,

\_\_\_\_\_,  
Public Transportation Specialist  
District \_\_, City, GA  
Phone number

EXHIBIT 10

## SAMPLE TIME SHEETS

(Under separate cover for Excel Workbook)

Sample

## “TRANSIT OPERATING RESERVE POLICY”

### PURPOSE

The purpose of a Transit Operating Reserve Policy is to allow a 5311 or 5307 subrecipient earning revenues from program income derived from purchase of service revenues or incidental use revenues earned directly as a result of an FTA funded facility or asset in excess of local match amount.

GDOT will permit a subrecipient with these revenue streams to build and maintain an adequate level of net assets to support the day-to-day operations of the transit system in the event of unforeseen shortfalls.

The reserve may also be used for one-time, non-recurring expenses that will build long-term capacity, such as staff development, research and development, or investment in infrastructure. Operating reserves are not intended to replace a permanent loss of funds or eliminate an ongoing budget gap. The organization intends for the operating reserves to be used and replenished within a reasonable period of time. This Operating Reserve Policy will be implemented in conjunction with the other financial policies of the organization and is intended to support the goals and strategies contained in those related policies and in strategic and operational plans.

### DEFINITIONS AND GOALS

The Operating Reserve Fund is defined as the designated fund set aside by action of the Board of Directors. The minimum amount to be designated as operating reserve will be established in an amount sufficient to maintain ongoing operations and programs for a set period of time, measured in months. The operating reserve serves a dynamic role and will be reviewed and adjusted in response to internal and external changes. [Describe short term goals if reserves are currently less than three months. Describe capacity building goals, if any.]

The target minimum Operating Reserve Fund is equal to [insert adequate number of months, not to

exceed three months] months of average recurring operating costs. [The actual calculation of average recurring operating costs must be based on the monthly operating and capitalized maintenance invoice net expenses.]

In addition to calculating the actual operating reserve at the fiscal year-end, the operating reserve fund target minimum will be calculated each year after approval of the annual budget. These reserves will be reported to the Finance Committee, Board of Directors, GDOT, and included in the regular financial reports.

### **ACCOUNTING FOR RESERVES**

The Operating Reserve Fund will be recorded in the accounting system [GDOT must determine if the organization's accounting system has this capability] and financial statements as Transit Designated Operating Reserve. The Operating Reserve Fund will be funded and available in cash or cash equivalents secured from contract revenue and/or local funding sources. Operating reserves [customize as appropriate: will be maintained in a segregated bank account or enterprise investment fund, in accordance with investment policies and will not be commingled with the general cash and investment accounts of the organization].

### **FUNDING OF RESERVES**

[This section must be customized to reflect the authority and process selected by the organization but is limited to use of contract revenue and local funds, State and Federal funds cannot be used to fund the operating reserve account.]

The Operating Reserve Fund will be funded with surplus purchase of service funds above the local match needed for the FTA grant. The Board of Directors may, from time to time, direct that a specific source of revenue be set aside for operating reserves. Examples may include one-time gifts, donations, or bequests, special grants, or special appeals.

The Chief Executive Officer and/or Chief Financial Officer will identify the need for access to reserve funds and confirm that the use is consistent with the purpose of the reserves as described in this Operating Reserve Policy. Determination of need requires analysis of the sufficiency of the current level of reserve funds, the availability of any other sources of funds before using reserves, and

evaluation of the time period for which the funds will be required and replenished. The determination of need, analysis, and fund replenishment plan must be submitted to GDOT for approval prior to use of operating reserve funds.

#### **AUTHORITY TO USE OPERATING RESERVES**

This section should be customized when creating the policy to reflect the authority and process selected by the organization. GDOT must issue approval for use of operating reserves. Three possible approaches are included as examples]

- a. **Approach A:** The Chief Executive Officer will submit a request to use operating reserves to the Finance Committee of the Board of Directors. The request will include the analysis and determination of the use of funds and plans for replenishment. The organization's goal is to replenish the funds used within [add number of months] months to restore the Operating Reserve Fund to the target minimum amount. If the use of operating reserves will take longer than [add number of months] months to replenish, the request will be scrutinized more carefully. The Finance Committee will [either (1) approve or modify the request and authorize transfer from the Operating Reserve Fund or (2) the Finance Committee will recommend the request to the Board of Directors]. (3) The Chief Executive Director will submit the analysis and determination of use of funds along with the Board of Director's approval to GDOT for approval.
- b. **Approach B:** Authority for the use of operating reserves is delegated to the Chief Executive Officer and/or Chief Financial Officer in consultation with the Treasurer and/or Chair of the Finance Committee. The Chief Executive Director will submit the analysis and determination of use of funds to GDOT for approval.  
  
The use of operating reserves will be reported to the Board of Directors at their next scheduled meeting, accompanied by a description of the analysis and determination of the use of funds, and plans for replenishment to restore the Operating Reserve Fund to the target minimum amount. The Chief Executive Officer must receive prior approval from the Board of Directors if the operating reserves will take longer than [add number of months] months to replenish.
- c. **Approach C:** Authority for use of up to [\$xx,xxx] of operating reserves is delegated to the Chief Executive Officer and/or Chief Financial Officer in consultation with the Treasurer and/or Chair of the Finance Committee. The Chief Executive Director will submit the analysis

and determination of use of funds to GDOT for approval. The use of operating reserves will be reported to the Board of Directors at their next scheduled meeting, accompanied by a description of the analysis and determination of the use of funds, and plans for replenishment to restore the Operating Reserve Fund to the target minimum amount. The Chief Executive Officer and/or Chief Financial Officer must receive prior approval from the Board of Directors for use of operating reserves in excess of [\$xx,xxx].

### **REPORTING AND MONITORING**

This section should be customized to reflect the authority and process selected by the organization. Operating reserve account balances and activity must be reported to GDOT with each operating invoice.]

The Chief Executive Officer and/or Chief Financial Officer is responsible for ensuring that the Operating Reserve Fund is maintained and used only as described in this Policy. [Discuss the impact of loss of contracts revenue, local funding, and grant funding on maintaining operating reserves and determine if additional policy language is needed]. Upon approval of the use of operating reserve funds, the Chief Executive Officer and/or Chief Financial Officer will maintain records of the use of funds and plan for replenishment. She/he will provide regular reports [define frequency] to the Finance Committee and/or Board of Directors and GDOT of progress to restore the fund to the target minimum amount.

The Chief Executive Officer and/or Chief Financial Officer will annually discuss what additional risk factors might be considered for the organization, the impact of budgeting on operating reserve levels, and any requirements with funders or chartering organizations.

### **RELATIONSHIP TO OTHER POLICIES**

The Chief Executive Officer and/or Chief Financial Officer shall maintain the following board-approved policies, which may contain provisions that affect the creation, sufficiency, and management of the Operating Reserve Fund:

- Investment Policy, including risk tolerance

- Risk Management related policies and tools to diminish risk, including Contingency or Disaster Preparedness Plan
- Policies related to Operating and Capital Budgeting
- Fund Development Policies

**REVIEW OF POLICY**

This Policy will be reviewed by the Finance Committee every [time period] at minimum, or sooner if warranted by internal or external events or changes. Changes to the Policy will be recommended by the Finance Committee to the Board of Directors. This policy, upon every revision hereof, must be distributed by the [insert body of designated supervision] to the following individuals/entities: [list all officers, staff, and advisors that might need a copy including GDOT]. The Finance Committee (the Committee) is established by [insert organization’s name] board of directors to recommend financial policies, strategies, and budgets that support the mission, values and strategic plan of the organization. Its purpose is to ensure the financial health and integrity of the organization in pursuit of its mission to [insert organization’s mission statement].

**Policy Adoption/Approval:**

The operating reserve policy must be formally adopted by the organizations Board of Directors. Policy revisions must also receive Board of Director approval. Adoption of the policy and any revisions must be documented in board meeting minutes. The policy must reflect the date of Board of Director approval for the original policy adoption and any revisions. GDOT must approve the organization’s operating reserve policy and any subsequent revisions prior to implementing the policy.

**POLICY ADOPTION**

The Transit Operating Reserve policy is hereby adopted by the [organization’s name] Board of Directors on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Board Chairman

---

Board Treasurer

---

Board Secretary

**GDOT POLICY APPROVAL**

By signature of the GDOT authorized official below, GDOT approves [organization's name] operating reserve policy.

---

GDOT Representative

---

Date of approval

EXHIBIT # 11

Glossary of Terms and Acronyms

**Cognizant Agency** - Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this part on behalf of all Federal agencies. The cognizant agency for indirect cost is not necessarily the same as the cognizant agency for audit. See 2 CFR 200.19

**Direct Costs** – Direct costs are those that can be identified specifically with a particular final cost objective, i.e., a particular award, project, service, or other direct activity of an organization.

**Indirect Costs** – Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

**Indirect Cost Allocation Plan** – An indirect cost allocation plan is a document that explains an organization's methodology in identifying, accumulating, and allocating allowable costs to all departments and agencies.

**Indirect Cost Rate** – An indirect cost rate is a device for determining, in a reasonable manner, the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base. Indirect costs are grouped into a common pool and then distributed to individual federal awards by the use of the indirect cost rate.

# EXHIBIT 14



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION IV  
Alabama, Florida, Georgia,  
Kentucky, Mississippi,  
North Carolina, Puerto  
Rico, South Carolina,  
Tennessee

230 Peachtree Street, NW  
Suite 1400  
Atlanta, GA 30303-8917  
404-865-5600  
404-865-5605 (fax)

## FACILITY INCIDENTAL USE REQUEST FOR FTA CONCURRENCE | REGION IV

**Requesting Agency:** [Click here to enter text.](#)

**Request Date:** [Click here to enter text.](#)

**Subject:** Bike Share inclusion at Skyway Stations

**FTA Program Manager:** [Click here to enter text.](#)

### I. Existing Facility Description *(attach schematics if applicable):*

|   |  |
|---|--|
| a. Total Area of Facility (sq-ft, # of parking spaces, etc) |  |
| b. Grant(s) used to Fund the Facility                       |  |
| c. Percent (%) Federal Participation                        |  |
| d. In-service Date  |  |
| e. Useful Life of the Facility                              |  |

### II. Proposed Incidental Use *(attach schematics if facility will be modified):*

|  |  |
|--|--|
| a. Area to be used for Purposes <i>other than</i> Transit (sq-ft, # parking spaces, etc) |  |
| b. Description of Proposed Use   |  |
| c. Period being requested for this Incidental Use and rationale.                         |  |
| d. Is there any Income being generated from this Incidental Use?                         |  |

|  |  |
|--|--|
| e. How was market rate determined?                     |  |
| f. Was the Incidental Use Completed?                   |  |
| g. Improvements/Costs required for the Incidental Use. |  |
| h. Has a Draft Lease Agreement been completed?         |  |

**III. Grantee Certifications** (check each applicable box):

- Needed Property:** The grantee organization continues to require this asset for transit use.
- Purpose and Activity:** The incidental use is compatible and does not interfere with the grantee’s initial project or safe public transportation operations. The grantee will reevaluate at least every five years to ensure this incidental use remains compatible.
- Continuing Control:** The incidental use does not in any way interfere with the grantee’s continuing control over the use of the property or the grantee’s continued ability to carry out the project or program.
- Expenses:** The grantee will fully recapture all costs related to the incidental use from the non-transit public entity or private entity, including all applicable excise taxes on fuel for fueling facilities and wear and tear to capital improvements. Private entities pay all applicable excise taxes.
- Income:** Proceeds from licensing and leasing of air rights or other real property interest should remain at competitive market rents and rates of return based on fair market value for the duration of this incidental use. The grantee will reevaluate at least every five years and adjust rates to ensure they remain at fair market value. Income received from authorized incidental uses may be retained by the grantee (without returning the Federal share) if the income is used for eligible transit capital, and operating expenses. This income will not be used as part of the local share of the grant from which it was derived. However, it may be used as part of the local share of another FTA grant.
- Public Advertisement:** The availability of this incidental use was published in a public place (i.e. grantee website, onboard vehicles, in transit facilities, etc.)

**IV. Grantee Signature**

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Click here to enter text.

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Date

Click here to enter text.

**IV. FTA Decision THIS INCIDENTAL USE REQUEST IS:**

If you have any questions, please contact your FTA Region IV Program Manager.

**APPROVED**

*Additional FTA comments, if any:*

**DENIED**

*Reason:*

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Robert Buckley, AICP

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Date

Director of Financial Management and Program Oversight