ATL
ATLANTA-REGION
TRANSIT LINK AUTHORITY

REQUEST FOR PROPOSALS

To Provide

TRANSIT OPERATIONS AND MAINTENANCE SERVICES
For ATLANTA-REGION TRANSIT LINK AUTHORITY and GWINNETT COUNTY

ATL SOLICITATION # 26-002

TECHNICAL AND PRICE PROPOSALS DUE

WEDNESDAY, NOVEMBER 19, 2025 AT 2:00 P.M.

Atlanta-Region Transit Link Authority

245 Peachtree Center Avenue, Suite 2300

Atlanta, Georgia 30303

Schedule of Events

The schedule of events is provided below. Please note the schedule may be amended at any time at the discretion of ATL. The times contained throughout this solicitation represent local Atlanta, Georgia Eastern Standard (EST) time.

Solicitation Event	Date	Time
Issuance of RFP	Friday, September 19, 2025	
Virtual Pre-Bid Meeting	Tuesday, September 30, 2025	10:00 A.M.
Round 1 Deadline for Submitting Questions	Thursday, October 9, 2025	2:00 P.M.
Posting Official Answers	Friday, October 17, 2025	2:00 P.M.
South Facility Site Visit	Saturday, October 18, 2025	10:00 A.M.
North Facility Site Visit	Saturday, October 18, 2025	2:00 P.M.
Round 2 Deadline for Submitting Questions	Friday, October 24, 2025	2:00 P.M.
Posting Official Answers	Friday, October 31, 2025	2:00 P.M.
Technical and Price Proposal Due Date	Wednesday, November 19, 2025	2:00 P.M.
Oral Presentations/Interviews (Optional)	Monday, December 1, 2025 - Friday, December 5, 2025	TBD
Anticipated Notice of Intent to Award (NOIA)	Friday, December 19, 2025	
Anticipated Contract Award	January/February 2026	
Anticipated Service Start Date	Wednesday, July 1, 2026	

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Acronyms and Abbreviations

ADA - Americans with Disabilities Act

AFC - Automated Fare Collection

APC - Automatic Passenger Counter

ASE - National Institute for Automotive Service Excellence

ASQ - American Society for Quality

ATL - Atlanta-region Transit Link Authority

AVL - Automated Vehicle Location

AVM - Automatic Vehicle Health Monitoring

BAFO - Best and Final Offer

°C - Degrees Celsius

CAD - Computer Aided Dispatch

CDL - Commercial Driver/Operator's License

CFR - Code of Federal Regulations

COOP - Continuity of Operation Plan

CM - Corrective Maintenance

CMMS - Computerized Maintenance Management System

CNG - Compressed Natural Gas

CVSA - Commercial Vehicle Safety Alliance

DBE - Disadvantaged Business Enterprise

DCC - Driver's Control Console

DCU - Driver's Control Unit

DEF - Diesel Exhaust Fluid

DOC Diagnostic Optimized Connection

DPF - Diesel Particulate Filter

DPIM - Dual Power Inverter Module

DVIR - Driver Vehicle Inspection Report

DVR - Digital Video Recorder

EAM - Enterprise Asset Management

EEO - Equal Employment Opportunity

EPA- US Environmental Protection

ESS - Energy Storage System

FBX - Farebox

FEMA - Federal Emergency Management Administration

FRP - Facility Response Plan

FTA - Federal Transit Administration

GCT - Gwinnett County Transit

GCR - Garage Computer System

GDOT - Georgia Department of Transportation

GPS - Global Positioning System

HVAC - Heating Ventilation and Air Conditioning

ICS - Incident Command System

ITAM - IT Asset Management

KPI - Key Performance Indicator

LTD - Life to Date

LV - Light Validator

MARTA - Metropolitan Atlanta Rapid Transit Authority

MDT - Mobile Data Terminal

MPH - Miles Per Hour

MMBF - Mean Miles Between Failures

NIGP - National Institute of Government Purchasing

NTD - National Transit Database

NTP - Notice to Proceed

O.C.G.A. - Official Code of Georgia Annotated

OEM - Original Equipment Manufacturer

OSHA - Occupational Safety and Health Administration

PA - Passenger Announcements

PDF - Portable Document Format

PM - Preventive Maintenance

PMI - Preventive Maintenance Inspection

PPE - Personal Protective Equipment

QA - Quality Assurance

RFID - Radio Frequency Identification

RFP- Request for Proposal

SGR - State of Good Repair

SMS - Safety Management System

SOP - Standard Operating Procedure

TPMS Tire Pressure Monitoring System

UCP- Uniform Certification Program

USB - Universal Serial Bus

USDOT - United State Department of Transportation

VIN - Vehicle Identification Number

Definitions

Agreement or Contract - the binding Transit System Operations and Maintenance Services Contract entered into with the firm selected as a result of this RFP between ATL and Contractor or County and Contractor, as applicable.

Approved Equal - an alternative component or process that meets or exceeds OEM standards submitted by the Contractor and approved by ATL and/or County.

Business Day - Monday through Friday excluding State or County-recognized holidays as applicable.

Contractor -is the company that undertakes the Contract to perform Services for the County and ATL.

County or Ride Gwinnett -Gwinnett County, Georgia, a political subdivision of the State of Georgia and is also referred to in this document as the County.

Day(s) - calendar days unless otherwise specified in the Contract as a Business Day.

Deadhead or Deadhead Hours - the hours that a Revenue Vehicle travels when out of Revenue Service and shall include leaving or returning to a maintenance facility or changing routes when there is no expectation of carrying revenue passengers. It shall not include charter service, Operator training or maintenance training.

Fixed Route Local - the County's local fixed route transit service operating in Gwinnett County.

Hazard – The Federal Transit Administration (FTA) defines a hazard in 49 C.F.R. Part 673.5 as "any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment." There are many sources within a transit agency to support hazard identification, including the very important reporting of safety concerns by employees. A hazard holds potential that, when triggered, results in a consequence(s) that may cause harm or damage. The severity of the potential consequence(s) may range from negligible to catastrophic, depending on the nature of the hazard and the operational conditions.

Key Personnel - the personnel that are listed in Section 7.1 of the RFP.

Liquidated Damages - the damages as may accrue and be due and payable by Contractor to ATL or County under their respective Contract for failure to meet the Performance Standards.

Major Service Change - shall have the meaning assigned to it in the applicable in ATL or County Title VI/Service Standards.

Microtransit - the County's form of demand-response and/or zone-based transit service that offers flexible routing and/or flexible scheduling.

Non-revenue Vehicle - vehicles other than Revenues Vehicles that are used by Contractor to perform the Services.

North Facility - the operations and maintenance facility currently located at 2880 Remington Park Court, Norcross, GA 30071 to be utilized for providing Services to both the County's and ATL in the Northeast Atlanta-metro area as set forth in this RFP.

North and South Facilities - both the North Facility and the South Facility.

Operator - a person who drives vehicles professionally for the Contractor.

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

Performance Standards - the performance criteria that the Contractor is required to meet as set forth in Sections 5.8.2 and 6.8.2 of the RFP.

Preceding Contractor - the contractor providing transit operations and maintenance services for the ATL and County before the Contractor.

Request for Proposal - Transit System Operations and Maintenance RFP and any addenda thereto.

Road Call – occurs when maintenance or repairs are required for a revenue vehicle that experiences a mechanical failure at a location outside of an operations or maintenance facility.

Revenue Service - when a Revenue Vehicle is available to the general public and there is an expectation of carrying passengers.

Revenue Vehicle - vehicles used by the Contractor to provide Revenue Service.

Services - all labor, materials, equipment, and expertise needed to successfully provide those deliverables described in the RFP.

South Facility - the operations and maintenance facility located at 5250 Frontage Road, Forest Park, GA 30297 to be utilized for providing Services to ATL in the South Atlanta-metro area as set forth in this RFP.

Succeeding Contractor - the contractor chosen to provide transit operations and maintenance services to ATL and the County after the Contractor.

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

Vehicle Revenue Hour - the amount of time a transit vehicle is operating in service to the general public, including time spent carrying passengers as set forth in the current Xpress or County schedules, as applicable, or any revisions thereto, plus or minus adjustments for schedule deviations, trippers or other service level changes as specifically authorized by ATL or County under the applicable Contract.

Xpress -ATL's commuter (mode) bus service.

Wherever the word including, include, or include is used in the RFP, it shall be deemed to be followed by the words "without limitation".

1 General Information

1.1 Purpose of Procurement

The Atlanta-Region Transit Link Authority (ATL) and Gwinnett County (the County) are jointly issuing this Request for Proposals (RFP) to invite competitive sealed bids from qualified and experienced firms to provide comprehensive Transit System Operations and Maintenance (O&M) Services for each entity.

For this contract, ATL operates the Xpress regional commuter bus service, which includes 6 commuter routes out of a shared North Facility with Gwinnett County and 7 commuter routes out of the South Facility. The County's transit services, offered under Ride Gwinnett, consist of 10 local fixed routes, 3 microtransit zones, and complementary ADA paratransit services operating out of the same North Facility as the ATL, designed to address the mobility needs of Gwinnett County residents.

ATL and the County aim to retain one qualified contractor to operate, maintain, and manage all specified services and related functions outlined in the Scope of Work through this procurement. The chosen contractor will be responsible for providing all necessary labor, equipment, supplies, tools, safety measures, and any incidental services needed to operate the transit system safely, reliably, and in full compliance with all performance standards, utilizing existing ATL or County-owned revenue vehicles and equipment as specified.

While ATL and the County will each sign separate contracts with the successful Offeror (one for Xpress commuter services and one for Ride Gwinnett's local bus, microtransit, and paratransit services), both agencies are dedicated to working collaboratively to optimize operational efficiency and cost savings. This team approach aims to leverage shared resources across both systems, including but not limited to shared maintenance and operations facilities, cross-utilized staff and drivers, integrated recruitment and training programs, unified safety and supervision resources, joint procurement of fuel, and coordinated administrative and overhead functions.

ATL and the County encourage Offerors to show how they will implement this unique arrangement to provide seamless service, minimize duplication of effort, and maximize value for the region's transit riders and taxpayers.

The Services to be performed correspond to the following National Institute of Government Purchasing (NIGP) Operations Control Center #86465, Maintenance and Repair, Industrial Building #90960, Maintenance and Repair, Non-Residential Building #90961, Maintenance and Repair Services, Building (Not Otherwise Classified) #91052, Buses, School and Mass Transit Maintenance and Repair #92824, and Transit Management Services #95891.

A complete copy of the RFP document can be accessed on:

1) Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
2) ATL website at: https://atltransit.ga.gov/doing-business-with-atl/
3) Important notifications leading up to the Proposal Submission Deadline will be posted to the same sites

1.2 Cooperative Clause

This RFP is being conducted by the ATL through its Procurement Division. The resulting Master Agreement(s), if any, may be a source for governmental entities not subject to the Georgia State Purchasing Act (O.C.G.A. § 50-5-50 through § 50-5-85) including state authorities and local political subdivisions of the State (such as counties, cities, towns, townships, school districts, and schools) if permitted by those entities own procurement rules and regulations. All entities authorized to utilize the resulting Master Agreement(s) shall be referred to collectively as Authorized Users.

Authorized Users may enter into participation agreements with the awarded contractor based on the Master Agreement for all or specific types of O&M services, including but not limited to vehicle operations, fleet management, fleet maintenance, facility and infrastructure maintenance, technology and systems maintenance, and operational support services. The specific types of O&M services contracted under each participation agreement may vary depending on factors such as the size and complexity of the Authorized User's transit system and the types of vehicles used.

1.3 Scope of Services Organization

This scope of services is organized by agency to demonstrate the O&M services for the ATL Xpress commuter bus service and the Ride Gwinnett local bus, microtransit, and paratransit service. While ATL and Gwinnett County will each maintain separate contracts for their respective project components, some shared resources at the North Facility will be outlined separately in this scope. The contract amounts for the fixed fees and shared resources for each agency will be based on the total number of vehicles operated by each agency at the facilities. For the North Facility, the administrative and non-vehicle maintenance fixed fees splits are thirty percent (30%) for the ATL and seventy percent (70%) Gwinnett County. This proportion should be used to determine each agency's share of those costs. The South Facility is used exclusively by ATL, and all requirements and costs will be included as part of the ATL pricing. The price proposal template (Attachment 3) includes two separate costs: one for the ATL Xpress commuter bus and one for Ride Gwinnett's local fixed-route bus, microtransit, and paratransit. The shared items are noted separately and added to the respective agency costs as per the split based on the proportion of total vehicles.

1.4 Type and Term of Contract

1) The Contractor shall perform all Services as called for in this RFP and Contract, and as called for in any subsequent amendments for the period of three (3) years as set out in the Contracts. ATL and the County shall retain the option of renewing the Contract for up to two (2), one-year renewal periods.
2) The Contractor's price proposal submitted in response to this solicitation will remain in effect in the event ATL and the County exercise any renewal options.
3) Any Contract renewals shall be at the sole discretion of ATL and the County and shall be made in writing and executed by both parties.

1.5 Federal Participation in Contract

The contracts to be awarded as a result of this solicitation shall be financed in part by funds from the United States Department of Transportation (USDOT) as awarded through programs of its operating administrations, including the Federal Transit Administration (FTA). As such, all FTA requirements governing the use of federal funds are in effect.

1.6 Restrictions on Communications with ATL and the County

1) From the date of issuance of this solicitation through the date of Contract award by ATL, excepting the Hosted site visits and Oral Presentations, Proposers are not allowed to communicate for any reason with any ATL or County staff or Board Members regarding this procurement. All Proposer communications concerning this solicitation should be directed to the Issuing Officer listed below under Contract information. Prohibited communication includes all contact or interaction regarding this solicitation, including, but not limited to, telephonic communications, emails, faxes, letters, texts, or personal meetings. Unauthorized contact regarding this solicitation may result in disqualification.
2) Oral communications regarding this solicitation shall not be considered official communications. Neither ATL nor the County is responsible for any oral statements made by its employees regarding this solicitation. All official communications to and from ATL and/or the County regarding this solicitation shall be transmitted in writing.

1.7 Contact Information

All inquiries, offers, submissions, and/or other correspondence regarding this solicitation (excluding protests submitted in accordance with Section 2.9 below) must be directed in writing to:

Charnele Dobbins, Issuing Officer
Atlanta-region Transit Link Authority
245 Peachtree Center Avenue NE
Suite 2200
Atlanta, GA 30303
Email: cdobbins@atltransit.ga.gov

1.8 Virtual Pre-Bid Meeting

All prospective proposers are invited to attend the Pre-Proposal Conference, which will be held virtually on **Tuesday, September 30 at 10:00 AM EST** on Zoom. While attendance is not mandatory, it is highly encouraged.

Join on your computer, mobile app or room device using the link below:

https://us02web.zoom.us/j/83147374654?pwd=fvr3yh83DIcMvEQ74ByGhBPRtiaFGz.1

2 Solicitation Terms and Conditions/Instructions to Proposers

2.1 Deadline for Submission of Proposals/Late Proposals

1) The times contained throughout this solicitation represent local Atlanta time.
2) Technical Proposals and Price Proposals submitted in response to ATL Solicitation No. 26-002 must be received no later than **2:00 PM on November 19, 2025** to ensure that they are evaluated for contract award by the Evaluation Committee for this procurement. Technical Proposals received after the deadline will not be evaluated.

2.2 Format of Proposals

All proposals must be prepared and submitted in accordance with the proposal format and content requirements specified in this solicitation. Proposals must be typed. The included required forms may be completed by using the free Adobe Reader software available at http://get.adobe.com/reader/. Proposals must be typed in English and all pricing must be provided in US dollars. As a condition of submission responsiveness, all Offer Documents that require the signature of Proposer must be signed. Any Contract award made as a result of this solicitation shall bind the Proposer to all of the terms, conditions, and specifications set forth in this RFP.

Proposer shall submit all technical documents electronically to:
https://www.dropbox.com/request/Hi8xJhCcQctCe7CiQegV?oref=e

Proposers shall submit the price proposal document electronically to:

https://www.dropbox.com/request/0Lol52AghtTiha8bHNIn?oref=e

2.3 Location for Submission of Proposals/Methods of Delivery

Proposals must be submitted exclusively to Charnele Dobbins, Issuing Officer at the Dropbox link noted in Section 2.2. It is the sole responsibility of the Proposer to ensure that its proposal is successfully uploaded/delivered to ATL by the specified date and time. ATL is not responsible for late or undelivered proposals.

Proposals that are submitted by hand delivery or delivery by U.S. Postal Service or private courier/delivery service will not be accepted. Digital upload is the Method of Delivery/Submission.

2.4 Questions

The first round of questions regarding the RFP must be submitted to ATL in writing (defined as being sent or received by electronic mail) by **2:00 p.m. (EST) on October 9, 2025**. The second round of questions regarding the RFP must be submitted to ATL in writing (defined as being sent or received by electronic mail) by **2:00 p.m. (EST) on October 24, 2025.** Written questions must be submitted to the attention of Charnele Dobbins, Issuing Officer, in accordance with Section 1.6 above on Attachment 1– Questions and Answers to cdobbins@atltransit.ga.gov.

All costs associated with complying with the requirements of the Contract shall be included in any pricing submitted by the Proposer.

Please review the RFP and attachments in their entirety and submit any and all questions, clarifications and recommendations to the Issuing Officer by the deadline dates and time specified in this RFP. All questions, clarifications, and recommendations must be submitted using Attachment 1-Questions and Answers Template.

Answers to all questions received by the applicable deadline will be posted to

1) Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

2) ATL website at: https://atltransit.ga.gov/doing-business-with-atl/

It is the sole responsibility of the Proposer to make itself aware of ATL's responses to written questions the Proposer has submitted. Responses to questions are provided as information only and do not in any way alter the contents of the solicitation inclusive of the Scope of Services, the remainder of the RFP documents, or the Contract. Revisions to the solicitation or to the Contract shall be made only via formally issued addenda. Only such written addenda posted online shall constitute revisions to the solicitation.

2.5 Amendments to the Solicitation (Addenda)

ATL and the County reserve the right to revise or amend the RFP up to the time set for the submission of proposals. Such revisions and amendments, if any, shall be announced by written addenda to the RFP. Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP. Copies of all addenda will be made available for download on

1) Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

2) ATL website at: https://atltransit.ga.gov/doing-business-with-atl/

Neither ATL nor the County will be responsible for a potential Proposer failing to receive notification of the availability of addenda. EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDUMS AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OF APPROPRIATE CHANGES AND/OR ADDITIONAL TO THE PROPOSER'S RESPONSE BEFORE SUBMISSION. It is the sole responsibility of each potential Proposer to check the ATL and Georgia Procurement Registry websites daily for addenda.

If an addendum significantly changes the RFP, the date set for the submission of proposals may be postponed by such number of days as in the opinion of ATL deems suitable to enable potential Proposers to revise their proposals.

Proposers shall acknowledge receipt of all addenda by completing and submitting Offer Document #3 (Acknowledgement of Addenda to RFP), included in this RFP. As with other required documentation, proposals that fail to reference receipt of addenda by inclusion of Offer Document #3 (Acknowledgement of Addenda) may be excluded from consideration for a Contract award.

2.6 Single Response to the Solicitation

If only one proposal is received in response to this RFP, a detailed cost analysis of the single proposal may be requested of the single Proposer. A cost analysis, evaluation, and/or audit of the proposal may also be performed by ATL and the County in order to determine if the proposal price is fair and reasonable. If ATL and the County determine that a cost analysis is required, the single Proposer must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.

2.7 Confidential/Proprietary Information

Any and all materials submitted in response to this RFP are subject to public inspection, pursuant to the provisions of O.C.G.A. § 50-18-70 et seq., Georgia's Open Records Act, upon completion of

the RFP process. Each Proposer will be responsible for clearly identifying and labeling any records contained in its proposal as "trade secret" that the proposer has reasonably determined meet the definition of "trade secret" under Section 10-1-761(4) of the Georgia Code and that the proposer wishes to be exempt from disclosure under Section 50-18-72(a)(34) of the Georgia Code or any other applicable law. The Proposer must attach to its proposal an affidavit affirmatively declaring that specific information in the Records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

If ATL receives a request for public disclosure of all or any portion of the materials identified as "trade secrets" in a proposal in accordance with this RFP, before producing such records in response to such request, ATL shall notify the Proposer of its intention to produce such records. If ATL makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the Proposer of its intent to disclose the information within ten (10) Days unless prohibited from doing so by an appropriate court order. If the Proposer wishes to prevent disclosure of the requested Records, the Proposer may file an action in Fulton County Superior Court to obtain an order that the requested records are trade secrets exempt from disclosure. The Proposer shall serve the requestor with a copy of its court filing. If ATL makes a determination that the specifically identified information does constitute a trade secret, ATL shall withhold the records, and the requester may file an action in Fulton County Superior Court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

Proposers are advised that their designation as "trade secret" will not be binding on ATL or determinative of any issue relating to confidentiality. ATL will not accept blanket designations that do not clearly identify information and materials that are "trade secrets". ATL may, in its sole discretion, and subject to compliance with the Open Records Laws and other applicable law, treat the whole of the relevant Section(s)/document(s) that are subject to such a blanket designation as subject to disclosure pursuant to the Open Records Laws.

All material submitted regarding the RFP becomes the property of ATL and the County. Any activity pursuant to this RFP by any Proposer is governed by all applicable laws, including without limitation, Georgia and Federal antitrust laws. Neither ATL nor the County is responsible to return to a Proposer any or all of the proposal or other information furnished by that Proposer.

In no event will the State, ATL, the County or any of their agents, representatives, consultants, directors, officers or employees be liable to a Proposer or subcontractor for the disclosure of all or a portion of any proposal submitted in response to this RFP.

Nothing contained in this provision shall modify or amend requirements and obligations imposed on ATL or any other State entity or the County by the Open Records Laws or other applicable law,

and the provisions of the Open Records Laws or other laws shall control if there is a conflict between the procedures described above and the applicable law.

2.8 Reserved Rights

In connection with this solicitation, ATL reserves to itself all rights (which rights are exercisable by ATL in its sole discretion) available to it under its Procurement Policy and applicable law, including without limitation, with or without cause, and with or without notice, the right to:

1) modify the procurement process or documentation described in this RFP;
2) develop the project in any manner that it, in its sole discretion, deems necessary or desirable, including by modifying the scope of the project;
3) cancel this RFP, or a subsequent RFP, in whole or in part at any time before the execution by ATL of the Contract, without incurring any cost obligations or liabilities except as otherwise expressly stated in this RFP or the subsequent RFP;
4) issue a new request for proposals after cancellation of this RFP or a subsequent RFP;
5) not issue an RFP;
6) reject any and all submittals, responses, and proposals at any time;
7) reject any and all proposals or any portion of a specific proposal for any reason;
8) modify all dates set or projected in this RFP;
9) terminate evaluations of proposals at any time;
10) issue amendments, supplements, and modifications to this RFP;
11) appoint Evaluation Committees to review proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation;
12) make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of its evaluation;
13) revise the evaluation criteria or methodology by issuing an amendment before the Proposal Submission Deadline;
14) require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its proposal and require additional evidence of qualifications or ability to perform the work described in this RFP;
15) Down-select to one or multiple Proposers or add additional down-selection phases;
16) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP;
17) add or delete Proposer responsibilities from the information contained in this RFP;
18) negotiate with one or more Proposers without ATL being bound by any provision of a Proposer's proposal or subsequent Proposal;
19) negotiate contract terms contemporaneously and /or subsequently with any number of proposers as ATL and the County deems to be in their best interests.

20) waive administrative or minor deficiencies in a Proposal, accept and review a non-conforming proposal or permit clarifications or supplements to a Proposal;
21) disqualify any Proposer who changes its proposal without ATL approval;
22) disqualify any Proposer from the procurement process for violating any rules or requirements of the procurement specified in this RFP, the RFP, applicable law, or any other communication from ATL or the County;
23) add to the shortlist of Proposers any Proposer that submitted a Proposal in order to replace a Shortlisted Proposer that withdraws or is disqualified from participation in this procurement;
24) (as and solely to the extent applicable) adjust the terms of, or not pursue federal financing programs, or adjust the terms of, or not pursue other financing or public funding for the Project on behalf of the Proposers, or otherwise;
25) develop some or all of the Project itself or through another state or local government entity or entities;
26) disclose information submitted to ATL and the County as permitted by applicable law or this RFP;
27) exercise any other right reserved or afforded to ATL or the County under this RFP or a subsequent RFP and applicable law; and
28) exercise its discretion in relation to the matters that are the subject of this RFP as it considers necessary or expedient in light of all circumstances prevailing at the time that ATL considers to be relevant.

This RFP does not commit ATL or the County to enter into the Contracts or proceed with the procurement described in this RFP. ATL, the County, and the State assume no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFP, or any subsequent RFP. All such costs shall be borne solely by each Proposer.

Except as provided in this RFP, in no event will ATL or the County be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract has been authorized by ATL and executed by ATL or the County and, then, only to the extent provided in the Contract. No Proposer shall have any cause of action against ATL or the County arising out of the methods by which proposals are evaluated.

ATL and the County has the sole right to select the successful proposal(s) for contract award(s); to split a contract where allowable; to cancel the solicitation and to advertise for new proposals; to award a contract(s) to other than the Proposer submitting the lowest price proposal; to award multiple contracts; or not to award a contract as a result of this RFP.

ATL and the County reserves the right to accept any proposal deemed to be in the best interest of ATL and the County and to waive any irregularity or informality in any proposal that does not prejudice ATL or the County or other Proposers.

ATL and the County reserve the right to negotiate with the Proposer whose proposal is considered by ATL and the County, and in its sole discretion, to be most advantageous to ATL and the County.

2.9 Protest Procedures

Proposers should familiarize themselves with the procedures set forth on ATL's website, which is accessible here: https://atltransit.ga.gov/doing-business-with-atl/

2.10 Minority Business Participation

ATL is committed to carrying out all applicable requirements as contained in 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" and continues to encourage DBE participation in all ATL contracting opportunities. To provide our services, we rely on a broad range of contractors and suppliers who work with us through the procurement process. The goods and services we purchase are crucial to providing safe, reliable transportation for our customers. Goods and services purchased by ATL are limited however, we encourage small businesses owned by minorities and women to pursue contracts to compete for ATL business. To make it easier for you to do business with ATL, we've prepared this website area to explain our procurement process system, and let you know how we select our vendors.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this solicitation and resulting Contract. It is ATL and the County's policy to practice nondiscrimination based on age, disability, race, gender, color, sex, religion or national origin in the award or performance of this Contract. All companies qualifying under this solicitation are encouraged to submit proposals. The requirements of this solicitation apply for all Proposers, including those who qualify as a Disadvantaged Business Enterprise (DBE). Proposers with questions regarding DBE certification may contact the Issuing Officer.

The ATL has a DBE goal of 6.375% as the DBE goal for this Contract. The County has a DBE goal of 6.71% for this Contract.

Contractor may meet the DBE goals through prime or subcontract work. The selected Contractor will be expected to assist the ATL and the County in meeting its respective DBE obligations throughout the period of performance under this Contract. Both ATL and the County shall require compliance from the selected Contractor. Each Proposer shall disclose its plan for meeting ATL's and the County's DBEs goal when submitting the proposal and identify the DBE firm or firms in accordance with the Offer Document #10.

A DBE Directory identifying all firms eligible to participate as DBEs is maintained by the Georgia Department of Transportation (Georgia DOT) in relation to the Uniform Certification Program (UCP). Proposer or subcontractors seeking to participate as DBEs must be certified at the time of proposal submittal.

To access the Georgia DOT DBE Directory, please visit: https://www.dot.ga.gov/GDOT/pages/DBE.aspx.

The status of a company as a DBE is subject to change. Proposer shall be solely responsible for reviewing and utilizing the most current version of the DBE Directory to ensure that any company listed in its proposal is a certified Disadvantaged Business Enterprise at the time of proposal submission. Failure to list certified DBE Participants in the proposal may subject the proposal to be disqualification.

As an incentive to increase utilization of minority-owned businesses as subcontractors on State purchases, the State of Georgia provides for an income tax adjustment on the state tax return of any company that subcontracts with a State certified minority-owned firm to furnish goods, property, or services to the State of Georgia. The Tax Incentive Program is codified at O.C.G.A. §48-7-38 and is managed by the Georgia Department of Revenue.

2.11 Small Business Participation

ATL and the County strongly support the participation of small business owners in its contracts. It is the policy of the ATL and the County to ensure nondiscrimination in the award and administration of USDOT- assisted contracts.

2.12 Ethical Standards

It is a breach of ethical standards for any ATL or County employee to participate directly or indirectly in a procurement when the employee knows:

1) The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
2) A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
3) Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

ATL employees are also bound by the Georgia Governor's Executive Order, dated April 1, 2021, for "Establishing a Code of Ethics for Executive Branch Officers and Employees." The Executive Order prohibits ATL and ATL employees, or any person acting on their behalf, from accepting, directly or

indirectly, any gift from any person with whom the employee interacts on official ATL business. Therefore, it is unlawful for a potential Proposer, or its subcontractors or suppliers, to make gifts or favors to any ATL employee. It is also unlawful for any ATL employee to accept any such gift or favor. In addition, any persons acting as members of the Evaluation Committee for this procurement shall, for the purposes of this procurement, be bound by the referenced Executive Order.

Throughout the proposal evaluation and award process and subsequent contract negotiations, Proposers shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of the Evaluation Committee, the ATL Board of Directors, the Gwinnett County Board of Commissioners or ATL or County employees other than the Issuing Officer.

2.13 Americans with Disabilities Act (ADA) Guidelines

ATL and the County adhere to the guidelines set forth in the Americans with Disabilities Act. Proposers should contact the Issuing Officer at least one Day in advance if they require special arrangements when attending the Virtual Pre-Bid Meeting. The Georgia Relay Center at 1-800-255-0056 (TDD only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.14 Mandatory FTA Clauses

2.14.1 Access to Records and Reports

1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party contracts of any type, and supporting materials related to those records.
2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and

information the Contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

2.14.2 ADA

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto, and any other nondiscrimination statute(s) that may apply to the Project.

2.14.3 Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1) Federal transit laws, specifically 49 U.S.C. § 5323(d);
2) FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3) Any other federal Charter Service regulations; or
4) Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or

3) Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

2.14.4 Changes to Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

2.14.5 Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts. The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1) Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
   a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
   b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2) Nondiscrimination on the basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3) Nondiscrimination on the basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal

Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4) Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third-party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2) Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5) Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

2.14.6 Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401¬7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies to contracts of amounts in excess of $150,000: Clean Air Act

1) The contractor 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.
2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1) The contractor 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.
2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

2.14.7 Contract Work Hours and Safety Standards Act

1) Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
2) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
3) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
4) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act

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

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

2.14.8 Debarment And Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower-tier covered transaction, ensuring that each lower-tier Third Party Participant:

1) Complies with federal debarment and suspension requirements; and
2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

2.14.9 Disadvantaged Business Enterprise (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP)).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages;, and/or
4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b). Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1).

2.14.10 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

2.14.11 Fly America

1) Definitions. As used in this clause:
   a) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
   b) "United States" means the 50 States, the District of Columbia, and outlying areas.
   c) "U.S. flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.
3) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
4) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:
5) Contractors shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this contract that may involve international air transportation.

2.14.12 Incorporation Of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause a violation of the FTA terms and conditions.

2.14.13 No Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.14.14 Notice To FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, Or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3) The Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph,

includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

2.14.15 Program Fraud and False or Fraudulent Statements and Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

2.14.16 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

1) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   a) Procure or obtain covered telecommunications equipment or services;
   b) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
   c) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

2) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
   a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
   b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
   c) Telecommunications or video surveillance services provided by such entities or using such equipment;
   d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
3) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
4) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
5) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
6) For additional information, see section 889 of Public Law 115-232 and 200.471.

2.14.17 Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1) U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by the U.S. DOL is a condition of the Contract.
2) Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3) Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

2.14.18 Prompt Payment

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

2.14.19 Restrictions on Lobbying

Conditions on use of funds

1) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (1) of this section.
3) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (1) of this section if paid for with appropriated funds.
4) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
5) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure

1) Each person shall file a certification and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
   a) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or
   b) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.
2) Each person shall file a certification and a disclosure form, if required, upon receipt by such person of:
   a) A Federal contract, grant, or cooperative agreement exceeding $100,000; or
   b) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000, u**nless such person previously filed a certification and a disclosure form, if required, under paragraph (1) of this section.**
3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (1) or (2) of this section. An event that materially affects the accuracy of the information reported includes:

a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
c) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

4) Any person who requests or receives from a person referred to in paragraphs (1) or (2) of this section:
   a) A subcontract exceeding $100,000 at any tier under a Federal contract;
   b) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;
   c) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,
   d) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement, s**hall file a certification and a disclosure form, if required, to the next tier above**.
5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (1) or (2) of this section. That person shall forward all disclosure forms to the agency.
6) Any certification or disclosure form filed under paragraph (5) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
7) For awards and commitments in process before December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process before the December 23, 1989, effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at the time of award or commitment, but shall be filed within 30 days.
8) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart (2) or (3).

2.14.20 Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

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

2.14.21 School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1) Federal transit laws, specifically 49 U.S.C. § 5323(f);
2) FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3) Any other Federal School Bus regulations; or
4) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1) Bar the Contractor from receiving Federal assistance for public transportation; or
2) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating an exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

2.14.22 Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must

address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or process requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

2.14.23 Solid Wastes (Recovered Materials)

1) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled;; contain recycled content, are biobased, or are energy and water-efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

2.14.24 Special Notification Requirements for States

Applies to States:

1) To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
   a) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
   b) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
   c) The amount of federal assistance FTA has provided for a State Program or Project.

2) Documents - The State agrees to provide the information required under this provision in the following documents:
   a) Applications for federal assistance,
   b) Requests for proposals or solicitations,
   c) Forms,
   d) Notifications,
   e) Press releases,
   f) Other publications.

2.14.25 Substance Abuse Requirements

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. 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, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process.

The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

2.14.26 Termination

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time with a 90-day written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency to be paid by the Agency. If the Contractor has any property in its possession belonging to the Agency, the Contractor will account for the same and return it in the manner the Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver in accordance with the contract or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a 90-day Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing,

such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor a 30-day notice in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Agency from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this contract, such waiver by Agency shall not limit Agency’s remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

2.14.27 Violation and Breach of Contract

Disputes

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

Performance during Dispute

Unless otherwise directed by the agency's authorized representative, the contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within 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 agency's authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

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

2.14.28 Conformance with its National Architecture

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

2.14.29 Federal Tax Liability and Recent Felony Convictions

1) The contractor certifies that it:
   a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;; and
   b) Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and

not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

2.14.30 Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

2.14.31 Trafficking in Persons

The contractor agrees that it and its employees who participate in the Recipient's Award may not:

1) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
2) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
3) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

2.15 Contractual Relationships

ATL and the County, individually, intend to execute the Contracts. The selected Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Proposer's Proposal Letter, included as Offer Document #2 of this RFP, must clearly indicate the firm or entity responsible for contract execution.

2.16 Proposal Withdrawal and/or Revision Following Submission

A submitted proposal may be withdrawn and changes to a submitted proposal can be made before the Proposal Submission Deadline. In the event a Proposer notes an error or omission in its response which was overlooked before submitted the proposal, the Proper may contact the Issuing Officer to request the proposal withdrawn. Once the Proposer's response is withdrawn, ATL has no response from the Proposer. Unless and until the Proposer resubmits the received response, ATL and the County will have no offer from the Proposer to evaluate for possible Contract award. Any resubmission must the received by the ATL no later than the Proposal submission deadline.

2.17 Proposer Conflicts of Interest

Proposer must disclose in detail, with the Proposal, anything that may create a conflict or appearance of a conflict of interest. For purposes of this RFP, "conflict of interest" means any situation or circumstance arising out of existing or past activities, business interests, familial relationships, contractual relationships or organizational structure (i.e., parent entities, subsidiaries, affiliates, subconsultants, etc.) or litigation where:

1) Proposer, a key team member or Key Personnel could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of ATL or the County's independent judgment; or
2) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the resulting Contracts.

Required disclosures include, but are not limited to:

1) any current contractual relationships with the ATL, the County, any of their employees or board members;
2) any past, present or planned contractual or employment relationships with any officer or employee of ATL or the County; and
3) any other circumstances that might be considered to create a financial interest in the Contract by ATL, the County or any of their respective employees or board members if Proposer is awarded the Contracts. The foregoing list is a demonstrative list and shall constitute a limitation on the Proposer's disclosure obligations.

ATL and the County, in their sole discretion, will make a determination relative to a real or perceived potential conflict for a Proposer and its ability to mitigate such a conflict. A Proposer found to have a Conflict of Interest that cannot be mitigated, as determined in the sole discretion of ATL and the County, shall not have its proposal submission evaluated for Contract Award.

Failure to comply with the requirements in this Section 2.17 or to abide by the ATL's determination in this matter may result in the ATL disqualifying the Proposer from submitting a proposal, disqualifying the offending team member from participating on a Proposer's team or, following submission of a proposal, discontinuing further consideration of such Proposer and its proposal.

Conflicts of interest that arise after the Proposal submission deadline, but before the Notice of Award, must be disclosed in detail in writing to the Issuing Officer.

2.18 Contractual Provisions

The Contracts to be executed between the selected Contractor and ATL, and the County and Contractor will be provided at the contract award. Where the two agreements conflict, the

conflicting language shall be resolved before the execution of a final agreement with the selected Contractor. Neither ATL nor the County has any obligation to approve exceptions or changes to the Pro Forma contracts. Both ATL and the County reserve the right to modify the Pro-Forma Contracts and/or include additional contractual provisions in the Contract at their sole discretion.

2.19 Registered Lobbyists

By submitting a response to this RFP, the Proposer hereby certifies that the Proposer and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Government Transparency and Campaign Finance Commission.

2.20 Responsibility for Compliance with Legal Requirements

Proposer's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards regardless of whether or not they are referred to in this RFP.

2.21 Conditional Proposals

Terms and conditions attached to a proposal by a Proposer and made a condition of Contract execution may render the proposal non-responsive and may be rejected by the ATL and the County.

2.22 Period that Proposals Remain Valid

Each Proposer agrees that proposal will remain firm for a period of one hundred and eighty (180) Days beginning with the date that price proposals are opened. Following the deadline for proposal submission, no proposal may be withdrawn for a period of 180 calendar days. For reasons of sustaining validity of potential desirable proposals to the fullest extent, ATL may extend the Restriction of Communication and delay any post-award debriefings, to the extent allowed, as it deems necessary.

Requests for withdrawal of proposals after 180 Days following the deadline for proposal submission must be submitted to ATL in writing (defined as being sent or received via letter on official firm/agency letterhead or by electronic mail) to the attention of Issuing Officer.

If a Best and Final Offer (BAFO) is requested, Proposer agrees to hold the BAFO available for acceptance for a minimum of ninety (90) Days after submission of the BAFO Cost Proposal.

2.23 ATL and the County's Right to Request Additional Information-Contractor Responsibility

Before award, ATL and the County must be assured that the selected Contractor has all of the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of ATL and the County, financial resources sufficient to complete performance under the Contract, and relevant experience in similar endeavors. If such information is required, the Contractor will be so notified and will submit the information requested within the time requested by ATL and the County.

2.24 Sales and Use Taxes

ATL and the County are exempt from paying sales and use taxes. All pricing provided in response to this RFP shall exclude sales and use taxes.

2.25 Proposal Preparation Costs

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete proposal. All costs of proposal preparation, attendance at the Virtual Pre-Bid Meeting and/or pre-award meetings, and any other pre-award costs shall be at Proposer's sole cost and expense. Neither ATL nor the County will provide reimbursement for any costs associated with proposal preparation.

2.26 Placeholders

If a Proposer does not include information or materials in its proposal that are described in the relevant submittal requirements in Section 3 because the required information or materials are not applicable to that Proposer, the Proposer must include in the relevant Section in its proposal a statement to the following effect: "Section[s] [__] of the ------ do[es] not apply because [Proposer to insert brief explanation]."

2.27 No Geographic Preference

This procurement will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographic preferences in evaluation of proposals or award of contracts, except where Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt State licensing laws.

2.28 Modification of Proposals

Except at the written request of ATL, no proposal may be modified after the deadline for proposal submission identified in Section 2.1 above.

3 Contents of a Complete Proposal

All Proposals should include a table of contents with page numbers and sufficient detail to facilitate easy reference to all requested information. Proposer shall not utilize a font size smaller than 10pt font or have margins that are less than 1-inch. To be eligible for evaluation by the ATL as a complete, responsive proposal in response to ATL Solicitation No. 26-002, any and all proposals submitted to the ATL must contain all of the following documents, properly signed by an authorized representative (as applicable), fully completed by the Proposer, and numbered and arranged in the following order:

3.1 Complete Proposal Checklist

1) This document serves as a checklist for Proposers to ensure that their proposal is complete and ready for submission to the ATL. The document is used by the ATL during the evaluation of responsiveness of proposals.
2) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
3) Blank checklist form is attached in Attachment 2 as Offer Document #1 of this RFP.

3.2 Proposal Letter

1) This document summarizes the acknowledgements and representations made by and agreed to by the Proposer with regard to its proposal.
2) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
3) Blank form is attached in Attachment 2 as Offer Document #2 of this RFP.

3.3 Acknowledgement of Addenda to RFP

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) If no addenda to the RFP were issued by the ATL, Proposer must still complete the form and include it in its proposal.
3) Blank form is attached in Attachment 2 as Offer Document #3 of this RFP.

3.4 Proposer Information Form

1) This document summarizes key information about the Proposer for the ATL's assistance and reference during evaluation of the proposals including:
   a) Contact Information for Proposer

b) Corporate information
c) List of references for whom Proposer has performed similar services in the past five years

2) ATL will contact the references listed on this document as part of its evaluation of proposals.
3) If Proposer is a certified DBE, proof of DBE certification must accompany this document.
4) This document must be fully completed, signed, and submitted with the proposal.
5) Blank form is attached in Attachment 2 as Offer Document #4 of this RFP.

3.5 Proposer Certifications

1) This document certifies that the proposal, as provided by the Proposer, will meet or exceed the requirements of the RFP.
2) This document must be fully completed, signed, and submitted with the proposal.
3) Blank form is attached in Attachment 2 as Offer Document #5 of this RFP.

3.6 Technical Proposal (60 pages)

This document shall be provided as Offer Document #6 by the Proposer and shall be a narrative description of the Proposer's qualifications and experience. The Proposal shall contain the information described below. It is not necessary or desirable to prepare an elaborate or extensive Proposal for this Project. Detailed brochures, documentation, artwork, or other superfluous embellishments are unnecessary and are, in fact, discouraged. Please limit the Proposal to a maximum of **60 single-sided pages, excluding appendices, covers, tab dividers, table of contents, and required forms**. Proposals may be double-sided but shall not exceed 30 double-sided pages. This narrative description shall include the appropriate use of headings and subheadings numbered as follows, and that address, at a minimum, the following elements:

3.6.1 Cover Letter (1 Page)

The cover letter should designate the proposing Offeror and be signed by authorized company officer. The letter should address the Offeror's willingness and commitment to provide the proposed services and why the Offeror believes it should be selected. No pricing information shall be included in this section.

3.6.2 Company Overview (2 Pages)

This section should provide a general overview of the Offeror's company, including:

1) Brief company bio and history
2) Primary point of contact
3) Information about subcontractors and/or vendors

4) Location and description of the primary office. If the primary office is not local to Georgia, include the Georgia location and description
5) Financial stability of the firm
6) Description of bonding capacity (bid bonds)
7) Litigation history (to be provided as an appendix, excluded from the page limit)
8) History of termination or failure to complete the delivery of services within the last seven (7) years. For each project, Proposer shall provide:
    a) project name,
    b) project start and end dates,
    c) estimated total contract value (i.e. all work which the Proposer was responsible for),
    d) reason(s) for the contract termination or failure to complete.

3.6.3 Qualifications and Key Personnel (Up to 25 Pages)

1) **Relevant Project Experience:** Provide a summary table of past projects relevant to the scope of services, including:
    a) Project name
    b) Client name
    c) Location (city, state)
    d) Contract duration
    e) Contract size ($)
    f) Client contact information
2) **References:** Provide three project descriptions and references (one page each) that demonstrate that the firm(s) and personnel have experience and expertise with the subject matter and have demonstrated performance of work that is similar in type and scope to requested services.
3) **Key Personnel:** Provide resumes (maximum two pages per person) for proposed key personnel. Each resume should include role on the project, education, licenses, certifications, and relevant experience.
4) **Unique Qualifications:** Describe any specialized knowledge, proprietary tools, or distinctive capabilities that make your team uniquely qualified.
5) **Organizational Charts:** Provide an organizational chart for each proposed service facility showing reporting relationships and staff roles.

3.6.4 Approach to Providing Services (Up to 32 Pages)

This section should detail the Offeror's approach to deliver high-quality services and meet the objectives outlined in the RFP. The narrative should include the following components:

1) Project Management
2) Quality Assurance/Quality Control
3) Employee Retention
4) Communication Protocols
5) Service Delivery:
    a) Operations
    b) Vehicles and equipment
    c) Contingency planning:
        i) Handling of service disruptions
        ii) Dispatch and field coordination strategies
6) Customer Experience
7) Innovation
8) Other required plans and reports indicated in the appendices

3.6.5 Price Proposal (Not included in page limit)

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal in the separate Offer Document #18 (Attachment 3), named "Price Proposal".
2) The submitted Price Proposal must include all costs of performing pursuant to the final posted Contract such that no other costs are to be paid by ATL for delivery of the Services as specified in the RFP.
3) In the event there is a discrepancy between the Proposer's unit price and extended price, the unit price shall govern.
4) The Price Proposal must be submitted in the file format of Microsoft Excel.
5) A blank Price Proposal is attached as Offer Document #18 (Attachment 3) of this RFP
6) The Price Proposal shall be submitted separately from the technical proposal. Refer to the Section 2 of this RFP for additional instructions.

3.6.6 Appendices (Not included in page limit)

As an appendix to the proposal, Offerors are expected to provide the following supplemental documents. All appendices must be clearly labeled and organized in the order listed below:

1) Organizational and Personnel Plan
2) Drug Policy and Program
3) System Safety Emergency Program Plan
4) Safety Training Program
5) Preventive Maintenance Plan

6) MMIS
7) Comprehensive Training Program addressing ADA service requirements
8) Corporate policy on communication and electronic devices
9) Workforce Development and Retention Plan

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

1) This document must be fully completed, signed by an authorized representative, notarized, and submitted with the proposal.
2) Blank form is attached in Attachment 2 as Offer Document #7 of this RFP.

3.8 Sub-Contractor Affidavit

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) Blank form is attached in Attachment 2 as Offer Document #8 of this RFP.

3.9 Sub Subcontractor Affidavit

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) Blank form is attached in Attachment 2 as Offer Document #9 of this RFP.

3.10 Subcontractor and DBE Listing Form

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) If any identified subcontractor is a certified DBE, proof of DBE certification must accompany this document.
3) Blank form is attached in Attachment 2 as Offer Document #10 of this RFP.

3.11 Certification Regarding Debarment and Suspension

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) Blank form is attached in Attachment 2 as Offer Document #11 of this RFP.

3.12 Certification Regarding Lobbying

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.

2) Blank form is attached in Attachment 2 as Offer Document #12 of this RFP.

3.13 Non-Collusion Affidavit

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) Blank form is attached in Attachment 2 as Offer Document #13 of this RFP.

3.14 Anti-Boycott, Divestment and Sanctions Against Israel Certification

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) Blank form is attached in Attachment 2 as Offer Document #14 of this RFP.

3.15 Statement of Responsibility Certification

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) Blank form is attached in Attachment 2 as Offer Document #15 of this RFP.

3.16 Sales and Use Tax Compliance Form

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) Blank form is attached in Attachment 2 as Offer Document #16 of this RFP.

3.17 Bid Bonds

1) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
2) Proposer shall provide a bid bond made payable to ATL. The bid bond shall be equal to 5% of the total bid price for the initial term of the Contract.
3) Failure to submit appropriate bonding will result in automatic rejection of proposal. The bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The condition of the bonds shall be that the Contractor shall fully and faithfully comply with the proposal at the agreed prices.
4) Blank form is attached in Attachment 2 as Offer Document #17 of this RFP.

3.18 Performance Bond

The ATL and the County reserve the right to require a Performance Bond within ten (10) Days of award of this Contract, the Contractor shall furnish payment bonds made payable to **ATL and the County**. The amount of each bond shall be equal to the total the proportionate share of Xpress and the County's Proposal price per the payment requirements (in bold) above. The sum of the two bonds shall **equal one hundred percent (100%)** of the Proposal price for the first twelve (12) months of full operation of the ATL Xpress Commuter Service, the County Fixed Route Local, Paratransit, and Microtransit services as shown in the price proposal forms. The Performance Bond shall:

1) Be issued by a surety company authorized to conduct business in the State of Georgia and acceptable to the Agency.
2) Remain in effect for the entire contract term, including any extensions or option years.
3) Guarantee the faithful performance of all contract obligations, including operations, maintenance, safety compliance, and reporting requirements.
4) Protect the Agency against financial loss in the event of the Contractor's failure to perform, abandonment of service, or breach of contract.
5) Be maintained continuously, with proof of renewal provided to the Agency no less than **30 days** before expiration.

Failure to provide and maintain the required Performance Bond shall constitute a material breach of contract and may result in termination for default.

The Performance Bond shall be maintained in full force and effect throughout the entire contract term, including any extensions.

3.19 Payment Bond

The ATL and the County reserve the right to require a Payment Bond within ten (10) Days of award of this Contract, the Contractor shall furnish payment bonds made payable to **ATL and the County**. The amount of each bond shall be equal to the total the proportionate share of Xpress and the County's Proposal price per the payment requirements (in bold) above. The sum of the two bonds shall **equal one hundred percent (100%)** of the Proposal price for the first twelve (12) months of full operation of the ATL Xpress Commuter Service, the County Fixed Route Local, Paratransit, and Microtransit services as shown in the price proposal forms. The bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable

surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The condition of the bonds shall be that the Contractor shall fully and faithfully perform all conditions of the Contract. The payment bond must be renewed annually, calculated the same as above but based on the Contractor's estimated costs for that renewal period.

3.20 Task Order Proposals

1) ATL and the County would like the following services priced as task orders and optional for the terms of this Contract.
   a) Transportation Planning - The Contractor shall provide assistance with general transportation planning services. The scope of services is broad and varies.
   b) Service Planning - The Contractor shall provide assistance with any service planning services. The scope of services is broad and varies.
   c) Scheduling - The Contractor shall provide assistance with any service schedule changes or adjustments. The scope of services is broad and varies.
   d) Pandemic Cleaning - The Contractor shall provide Pandemic Cleaning services. The Pandemic Cleaning requirements are subject to change as federal, State, and local guidelines evolve. The proposal should include Pandemic Cleaning only cleaning expenses to be priced separately as a Task Order. This will allow the County, ATL and the Contractor to adjust as conditions dictate.
2) Proposed fee schedule shall be submitted for each Category for which you are interested in qualifying with your proposal. Hourly rates shall be provided for all potential labor categories that will be involved in the provision of professional services for the specific category for which the Contractor is applying for consideration. All overhead, profit, and direct charges such as, but not limited to document reproduction, photographic work, photo reprographic service, postage and shipping, transportation including mileage and computer usage expenses, must be rolled into hourly rates. All sub-consultant fees are to be billed at rates identified in the fee schedule.
3) Task Order Price Proposals are located in Attachment 3.

4 Proposal Evaluation and Contract Award

The following section describes the process by which proposals will be evaluated and a selection made for a potential award by ATL and the County Board of Commissioners. A Selection Committee will be established to review and evaluate proposals submitted in response to this RFP and make a recommendation for award to the ATL Executive Director and the County Board of Commissioners.

The selection process will be based on a combination of both qualitative technical factors and cost. The award selection will be on a "best value" basis to the responsive and responsible proposer whose proposal is most advantageous and of the greatest value to both ATL and the County. For this proposal, innovative approaches to the technical requirements that bring added value will carry more weight than the price proposal. Accordingly, ATL and the County may not necessarily make an award to the proposer with the highest technical evaluation criteria ranking nor award to the proposer with the lowest price proposal, if doing so would not be in the overall best interest of both ATL and the County.

4.1 Determination of Responsiveness

Proposals will be analyzed for conformance with the instructions and requirements of this RFP. Any proposal that either ATL or the County finds to be non-responsive may be withdrawn from further consideration. Only those proposals found to be responsive will be evaluated as described below.

A Proposer shall be considered responsible if the Proposer possesses, at the time of Contract award, the ability to perform successfully and a willingness to comply with the terms and conditions of the Contract.

4.2 Evaluation of Proposals

The Selection Committee will evaluate all responsive proposals as described below:

1) Phase 1 - Technical Evaluation. During the first phase of the evaluation, the Selection Committee will have access to all proposal materials except the sealed price proposals. Using the evaluation criteria that follow, the Selection Committee members will individually evaluate all responsive technical proposals based on the Phase 1 evaluation criteria as outlined below and rank the proposals.
    a) The Completeness of Bid shall be a Pass or Fail. Only those Proposers that have been determined by the Evaluation Committee to have submitted all required documentation

shall receive a 'PASS'. Any Proposer providing an incomplete submittal package will receive a 'FAIL' and will not be evaluated further.

b) Up to five (5) of the highest-ranking proposers shall advance to the next phase in the evaluation process. Phase 1 will end with the return of unopened price proposals to proposers that will not be advanced into the next phase of the evaluation process.

2) Phase 2 – Oral Presentations/Interviews. ATL and the County, at their sole discretion, may conduct interviews with the Proposers which advanced from Phase 1.
   a) The dates and nature of the interview requirements will be communicated to the invited proposers. On-site Key Personnel identified by the proposer are expected to attend the presentations and answer Selection Committee questions. At a minimum, interviews will require the active participation of the proposed General Managers, Operations Managers, and Maintenance Managers.
   b) The Selection Committee will tabulate the results of the interviews with the results from the previous phases to determine the list of Proposers in the competitive range and their rankings.
   c) Should ATL and the County elect not to conduct oral presentation/interviews, the evaluation process shall proceed from Phase 1 immediately to Phase 3 with no points being awarded to any Proposer for Phase 2.
3) Phase 3 - Price Evaluation. During the third phase, the Selection Committee will open the price proposals of those Proposers which have advanced to Phase 3 of the evaluation process, perform a cost evaluation and cost realism analysis of each price proposal, and rank the price proposals.
   a) In evaluating the price proposal schedules and breakdowns, the various cost elements and profit will be reviewed, and judgment applied to determine how well the proposed costs match their respective technical proposals. The analysis will evaluate whether the proposed price elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the methods or performance and materials described in the proposer's technical proposal.
   b) Using the Price Evaluation Criteria that follow, the Selection Committee will then rank the price proposals based on the overall cost utilizing the evaluation criteria. In addition to overall cost, consideration will be given to how accurately the price proposal reflects the anticipated cost for Maintenance and Operations Services.
   c) The Selection Committee will tabulate the results of the Phase 1 Technical Evaluation ranking, optional Phase 2 Oral Presentations/Interviews, and Price Evaluation.
   d) At the end of Phase 3, the Procurement Manager may decide to advance to Phase 4 for qualified Proposers to present their Best and Final Offer or proceed directly to the recommendation of award phase. Such decision shall be at the sole discretion of ATL and the County.

e) In the event the Procurement Manager decides to advance to Phase 4, the highest-ranking qualified proposers shall advance with the number of proposers advanced at the discretion of the Evaluation Committee.

4) Phase 4 – Best and Final Offer. ATL and the County, at their sole discretion, may request one Best and Final Offer from Proposers in the competitive range. At this point, ATL's Procurement Manager shall provide BAFO submission requirements and schedule to all Proposers in the competitive range. Qualified Proposer's in this phase shall provide an outline of their revisions to Technical and Price Proposals for easier review along with their fully updated Technical and Price Proposals. The revised offer shall supersede the original proposal.
   a) The Evaluation Committee will tabulate the results of the interviews with the results from the previous phases to determine the final rankings. Following either Phase 3 Presentations/ Interviews or Phase 4 Best and Final Offer, the Evaluation Committee will select the proposal which it finds to be most advantageous and of the best value to ATL and the County, for contract award recommendation to the ATL Board of Directors and the County Board of Commissioners.
   b) ATL and the County reserve the right to make an award to a Proposer whose proposal it judges to be most advantageous and the best value to ATL and the County based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs.

4.3 Proposal Evaluation Criteria

Technical Proposals will be evaluated based on the criteria listed below. The Technical evaluation criteria are listed in the order of importance to ATL and the County with Technical Proposal evaluation worth 80% of the overall evaluation.

The Price Proposal evaluation is worth 20% of the overall evaluation. The best Price Proposal, determined upon evaluation utilizing the Price Proposal considerations, shall be awarded the maximum amount of allowable Price Proposal evaluation points, with the evaluated competitor Price Proposals each receiving points correlating to their evaluated differences from the best Price Proposal.

Criteria	**Description**	**Points**
Phase 1: Technical Evaluation		
Company Overview	Assessment of the firm's history, office location, corporate structure, financial stability, bonding capacity, and litigation history.	Up to 10 points

Criteria	Description	Points
Qualifications and Key Personnel	Assesses experience with similar projects, quality of references, qualifications and expertise of proposed key personnel, unique team qualifications, and facility-specific organizational charts.	Up to 30 points
Approach	Evaluation of the Offeror's methodology and approach to managing the project. Includes project management, QA/QC procedures, employee retention, communication protocols, detailed service delivery, customer experience, and innovation. Evaluation will also include the required appendices.	Up to 35 points
Phase 2: Oral Presentations/Interviews (Optional)		
Key Personnel	Results and impressions of presentations and interviews with Key Personnel. Were all Key Personnel participating in the Presentation and Interviews. Did all Key Personnel have an understanding of the questions asked and were they able to respond appropriately.	To be pre-communicated to Finalists
Presentation Requirements	How well did the presentation match the presentation requirements	
Phase 3: Cost Evaluation		
Cost	Evaluation of total cost, clarity of pricing, and value for services proposed.	Up to 25 points
Phase 4: Best and Final Offer (BAFO)		
Technical Approach	Do Proposer's revisions to their Technical Proposal provided added innovation and value.	N/A

Criteria	Description	Points
Cost	Do Proposer's revisions to their Price Proposal match revisions to their Technical proposal. Is the revised Price Proposal realistic (Based upon cost realism analysis).	N/A

4.4 Contract Negotiations and Award

Award of any contract as result of this RFP is contingent upon the availability of grant and appropriated funds. ATL and the County's obligation under any contract resulting from this RFP or the exercise of any renewal option thereunder is contingent upon the availability of such funds. No legal liability on the part of ATL or the County may arise until such funds are made available to each respective entity for such contract and the Contractor receives notice of such availability to be confirmed in writing by the issuance of a Notice to Proceed.

An award by ATL and the Gwinnett County Board of Commissioners, if made, will be to the highest ranking responsive and responsible proposer; possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of this Contract; that will provide the best value according to the selection process stated above. ATL and the County reserve the right to make an award as deemed in its best interest, which may include awarding the whole proposal, only part of the proposal, or none of the proposal, based on the sole discretion of its best interest.

ATL and the County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to ATL and the County all such information and data for this purpose as ATL and/or the County may request. ATL and the County reserve the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy either ATL or the County that such proposer is qualified to carry out the obligations of the Contract.

ATL and the County jointly reserve the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.

Following award and execution of the Contract, ATL and the County will jointly issue a Notice to Proceed to the Contractor, which will specify the date Contractor will assume full responsibility for transit operations and maintenance.

Any Contract resulting from this RFP will be financed in part with funds available to ATL and the County through grants from the State of Georgia and Federal Transit Administration. The obligations of the County are contingent upon County funds and receipt of County-requested

federal and State funds. In the event funding from these sources is eliminated or decreased, both ATL and the County reserve the right to terminate this Contract or modify it accordingly.

It shall be understood that the Contractor shall invoice ATL directly for all Xpress operations, maintenance and services at the South Facility and separately ATL's proportionate share of facility costs, operations, maintenance and services for Xpress services operated from the North Facility. The Contractor shall invoice the County directly for all their , Fixed Route Local, Paratransit, and Microtransit services, including the County's proportionate share of facility costs, operations, maintenance and services costs for the County service operated from the North Facility.

5 ATL Xpress

5.1 Service Summary

The ATL operates Xpress, a regional commuter bus service that offers vital connections between suburban communities and major employment centers across the Atlanta metropolitan area. The mode provides vital connections to Cobb Linc, MARTA, and Ride Gwinnett.

For this contract, ATL will operate the Xpress regional commuter bus service, which includes 6 commuter routes out of a shared North Facility with Gwinnett County and 7 commuter routes out of the ATL-owned South Facility. There are 104 trips daily, connecting major corridors such as I-20 East, US-78, I-85 North,-I-20 West, I-85 South, and I-75 South to Downtown and Midtown Atlanta. The service functions as a commuter operations mode supported by a network of 18 park-and-ride lots that provide convenient access to the service for riders across a 12-county region.

Xpress offers weekday peak-period service, which typically operates between 5:30 AM and 9:00 AM for morning trips and 3:00 PM and 8:00 PM for afternoon trips.

ATL reserves the right to modify, reduce, or expand transit service levels at its sole discretion during the term of the contract. Such adjustments may include, but are not limited to, route modifications, changes in frequency, span of service, or service area coverage. The Contractor shall adjust operations accordingly and comply with any revised service requirements as directed by ATL, without limitation to ATL's rights under this contract.

The current service corridors and routes are as follows:

Key Corridors:

1) The I-20 East corridor is served by Route 426, connecting the West Conyers and Panola Road park-and-rides with direct Downtown/Midtown service. The route operates a total of twelve (12) trips per day.

2) The US-78 corridor is served by Route 419, operating from two park-and-rides (Hewatt Road and Snellville), with direct service to Downtown/Midtown during peak hours. This corridor runs eight (8) trips per day.
3) The I-85 North corridor is served by six routes (411, 412, 413, 414, 415, and 416), connecting five park-and-ride facilities: Hamilton Mill, Sugarloaf Mills, Buford, Indian Trail, and Dacula, with direct service to Downtown/Midtown Atlanta and Emory. Collectively, these routes operate forty-two (42) trips per day: Route 411 provides ten (10) trips, Routes 413 and 416 each operate six (6) trips, and Routes 412, 414, and 415 each operate eight (8) trips.
4) Routes 463 and 476 serve the I-20 West corridor, connecting four park-and-ride facilities, Hiram, Powder Springs, West Douglas, and the Douglas Multimodal Transportation Center, with direct service to Downtown/Midtown Atlanta. The corridor operates twelve (12) trips per day.
5) Route 453 serves the I-85 South corridor, connecting the Newnan Park-and-Ride to the Lakewood/Fort McPherson MARTA Station. Riders transfer to MARTA's Red or Gold lines to reach Downtown/Midtown Atlanta. The route operates six (6) trips per day.
6) Routes 430 and 441 serve the I-75 South corridor, connecting the McDonough, Stockbridge, and Jonesboro park-and-ride facilities with direct service to Downtown/Midtown Atlanta. The corridor operates twenty (20) trips per day.

Figure 1 shows the Xpress system map depicting routes operating across the 12 metro Atlanta counties through multiple park-and-ride facilities and their connections to the MARTA rail network in the surrounding region.

Figure 1: Xpress System Map

Fares for Xpress routes are distance-based, with each park and ride location having a set zone fare. Detailed information about the zones and respective fares can be found below.

Park-and-Ride	Fare Zone
Buford Park-and-Ride	BLUE
Dacula Park-and-Ride (Hebron Church)	BLUE
Douglas MMTC Park-and-Ride	GREEN
Hamilton Mill Park-and-Ride	BLUE
Hewatt Rd Park-and-Ride	BLUE
Hiram Park-and-Ride	BLUE
Indian Trail Park-and-Ride	GREEN
Jonesboro Park-and-Ride	GREEN
McDonough Park-and-Ride	BLUE
Newnan Park-and-Ride	BLUE
Panola Rd Park-and-Ride	GREEN
Powder Springs Park-and-Ride	BLUE
Snellville Park-and-Ride	BLUE
Stockbridge Park-and-Ride	GREEN
Sugarloaf Mills Ride Gwinnett Park-and-Ride	BLUE
Sugarloaf Mills Xpress Park-and-Ride	BLUE
West Conyers Park-and-Ride	GREEN
West Douglas Park-and-Ride	GREEN

Table 1: Xpress Fare Zone by Park and Ride

Xpress	Price	
Product	**Xpress Green Zone**	**Xpress Blue Zone**
One-Way	$3	$4
Round-Trip	$5	$7
10-Trip	$25	$35
31-Day	$100	$125

Table 2: Fare Details by Zone

The current Xpress fleet includes 95 revenue vehicles and two non-revenue service vehicles. The Xpress service included in this RFP will operate a daily service level of 134 Vehicle Revenue Hours (VRH), utilizing 45 Revenue Vehicles for the peak pullout. This service level is approximately 33,450 annual VRH, assuming 250 operating days per year. Operations are supported by a regional network of 18 park-and-ride facilities and one shared North O&M facility with Gwinnett County and one ATL South O&M facility. Detailed statistics for each route can be found below.

Route	Facility	Daily VRH	Daily VRM	Annual VRH	Annual VRM
411	North	12.8	372	3,200	93,000
412	North	10	291	2,500	72,750
413	North	8	247	2,000	61,750
414	North	10.6	323	2,650	80,700
415	North	8.6	186.6	2,150	46,650
416	North	7	225	1,750	56,250
419	South	12.6	317	3,150	79,150
426	South	16.4	341	4,100	85,250
430	South	16.8	429	4,200	107,150
441	South	9.2	175.8	2,300	43,950
453	South	4.8	208	1,200	51,950
463	South	8.4	191.8	2,100	47,950
476	South	8.6	184.8	2,150	46,200
Total		**134**	**3,491**	**33,450**	**872,700**

Table 3: Service Statistics by Route

Under this procurement, the chosen Contractor will be responsible for the complete Operations & Fleet and Facility Maintenance as outlined in this RFP. This includes but is not limited to providing qualified drivers, maintenance staff, support staff, dispatch, scheduling, fleet maintenance, and facility maintenance, to ensure a safe, reliable, high-quality commuter service delivery meeting ATL's performance requirements/standard.

5.2 Contractor/Client Service Responsibilities

This section outlines the responsibilities of the Contractor and ATL regarding the Scope of Work. It is important to note that any services and support required to meet the RFP requirements not explicitly assigned to ATL are assumed to be the Contractor's responsibility, regardless of specific mention. This summary is meant to clarify, not replace, the detailed text provided earlier. In the event of discrepancies between this subsection and other parts of this Request for Proposal or surrounding sections, the latter will prevail. The amount of actual service required may increase or decrease over the term of the Contract, depending on the demand for service, the characteristics

of the regional Service area, the ATL budget, and/ or changes in FTA rule, ADA, Title VI, and DOT regulations. ATL reserves the right to adjust the service required at any time.

5.2.1 Contractor Responsibilities

These shall include, but are not limited to, the following:

1) The Contractor shall be responsible for managing and operating all transit services daily, meeting the required standards outlined in the RFP.
2) The Contractor shall be responsible for ensuring the safety of passengers and employees.
3) The Contractor shall implement a Preventive Maintenance Program (OEM or approved equal per manufacturer guidelines) meeting FTA State of Good Repair (SGR) requirements, ATL Fleet & Facility Maintenance Plan requirements, and applicable standards.
4) The Contractor shall subscribe to the Georgia Department of Transportation (GDOT) notification service to receive alerts when an employee is convicted of a traffic violation.
5) The Contractor shall ensure that all revenue vehicles meet federal, state, and local safety regulations, ADA requirements, emissions standards, and equipment safety standards.
6) The Contractor shall comply with all procedures, programs, plans, and reporting required by the RFP.
7) The Contractor shall be responsible for implementing all current and future federally required programs, including but not limited to: drug and alcohol testing, ADA compliance, PTASP, SGR, and Title VI.
8) The Contractor shall be responsible for service run cutting.
9) The contractor shall provide service planning assistance as requested by ATL.
10) The Contractor shall document and maintain standard operating procedures (SOPs) and maintenance procedures for ATL approval.
11) The Contractor shall promptly notify ATL and customer service of service disruptions-including breakdowns, missed trips, detours, accidents, delays over 10 minutes, or incidents requiring emergency response within 10 minutes, or any incidents requiring police, fire, or HERO assistance-within 15 minutes of the initial disruption. The Contractor shall notify the Chief Safety Officer and Operations Manager directly regarding accidents/incidents, injuries, transportation of riders to the hospital, or towing of vehicles. The Operations Manager will notify the Chief Transit Officer. Notifications shall also be logged in ATL's designated system.
12) The Contractor shall maintain a contingency plan for service disruptions.
13) The Contractor shall develop and provide all schedule blocks and run cuts in formats compatible with ATL's CAD/AVL, fare system, and mobile ticketing systems.
14) The Contractor shall implement a revenue vehicle cleaning, fueling, service, and maintenance program, including body repairs for accident damage.

15) The Contractor shall provide personnel training, retraining, knowledge testing, and supervision, covering all associated costs.
16) The Contractor shall provide fluids and lubricants required for revenue vehicles.
17) The Contractor shall provide maintenance and shop tools/ supplies.
18) The Contractor shall manage parts inventory, including CAD/AVL, in-vehicle camera systems, and fare collection equipment and other items as necessary to deliver service.
19) The Contractor shall supply all fluids and lubricants required for revenue vehicle maintenance, servicing, and cleaning.
20) The Contractor shall maintain parts inventory necessary for revenue vehicle and equipment maintenance, ensuring quantities required for revenue service are always available.
21) The Contractor shall supply tires (including TPMS sensors) for all revenue and support/non-revenue vehicles, including ATL service trucks.
22) The Contractor shall ensure the security of all vehicles and operation/maintenance facilities.
23) The Contractor shall provide and maintain essential support vehicles for supervisors, operator relief, and maintenance at both North and South facilities. Revenue vehicles may not be used for support without explicit approval, except in emergencies.
24) The Contractor shall maintain all necessary support vehicles to ensure adequate mobility for field supervision, operator relief, and reliable road maintenance/towing services, either in-house or through contracts.
25) The Contractor shall be responsible for personnel administration, HR, and payroll.
26) The Contractor shall handle internal budgeting and accounting.
27) The Contractor shall be responsible for service dispatch and street supervision services.
28) The Contractor shall report all route deviations immediately to the ATL Operations Manager/Director.
29) The Contractor shall be responsible for fare collection, cash handling, accurate reporting, monthly invoicing, and monthly reconciliation.
30) The Contractor shall be responsible for the collection, reconciliation, and accounting for all passenger cash fares collected. ATL shall review and compare financial reports from the back-office system and deduct monthly fares from the contractor's monthly invoice.
31) The Contractor shall provide all essential support vehicles for supervisors, operator relief, and maintenance at the North and South facilities. Revenue vehicles may not be used for support functions without explicit approval from the Chief Transit Officer.
32) The Contractor shall perform heavy maintenance, such as engine and transmission repairs and rebuilds, either directly or via subcontractors.
33) The Contractor shall provide personnel uniforms.
34) The Contractor shall provide vehicle towing services.
35) The Contractor shall maintain and repair wheelchair lifts/ramps and related equipment.

36) The Contractor shall properly dispose of hazardous waste in compliance with EPA, Georgia, and local regulations, and bear all related costs/fines.
37) The Contractor shall procure matching fabric and cushions as needed for replacements.
38) The Contractor shall provide pest control services.
39) The Contractor shall provide vehicle fuel (diesel) and DEF for revenue service as required at the **North Facility**. The ATL will furnish/pay for fuel for **South Facility service operations (there is no expense to the Contractor; ATL will direct pay)**; the Contractor shall be responsible for monitoring fuel levels and placing orders directly with ATL's designated fuel provider. The contractor shall provide DEF and monitor DEF levels for revenue service at the **South Facility** and invoice the ATL for DEF as a pass thru expense.
40) The Contractor shall provide fuel for support/non-revenue vehicles at both the North and South facilities.
41) The Contractor shall maintain, troubleshoot, and repair CAD/AVL and in-vehicle camera systems.
42) The Contractor shall ensure all road non-revenue/support vehicles are stocked with spill kits and fire extinguishers.
43) The Contractor shall set up and maintain their own vendor/subcontractor accounts and shall not use ATL's or predecessor entities' accounts.
44) The Contractor shall supply a Management Information & Reporting System (MMIS) and a Computerized Maintenance Management System (CMMS) per ATL requirements.
45) The Contractor is required to collect and prepare all NTD reporting elements for the ATL to submit to the Federal Transit Administration. Refer to National Transit Database reporting requirements in Section 9.8.
46) The ATL may require the Contractor to participate in community meetings/discussions.
47) The Contractor is responsible for disruption management using ATL's required CAD/AVL for service disruptions, detours, special events, modifications, and emergencies.
48) The Contractor shall hold ATL harmless from any liability, damages, claims, costs, and expenses related to personnel practice violations.

Complaint, Inquiry, and Commendation Handling

Requirement	Standard	Timeline	Notes
Response and resolution to general complaints	Investigation and provide a written response	Within two business days	All communication should be communicated through Transtrack or ATL designated software
Complaint retention	Maintain in the ATL-approved database	Continuous	Categorize per ATL agreement, monthly and annual reporting required
Safety/operational deficiencies	Immediate phone notification to the ATL Ops Manager or Director	Immediate	Email the written report by the next business day

The Contractor shall ensure **all complaints, regardless of origin**, are logged into the ATL's designated system (currently TransTrack) and routed to the appropriate department within the timeframes listed above.

5.2.2 Client (ATL) Responsibilities

1) The ATL will be responsible for oversight of the ATL's commuter service.
2) The ATL will provide fareboxes, vaults, and associated fare collection equipment.
3) The ATL will be responsible for the maintenance of park-and-ride lots.
4) The ATL will be responsible for providing a revenue vehicle fleet and associated technology.
   a) The ATL will supply all necessary revenue vehicles for commuter service at the beginning of this Contract and reserves the right to add or remove vehicles as needed throughout the Contract. Attachment 6 provides a list of the revenue vehicles currently in the fleet.
   b) If the ATL provides additional vehicles in the future, the Contractor must acknowledge receipt upon delivery. Acceptance will follow the "Turn-Over" procedures outlined in Sections 11, 12, and 13 below.
   c) The ATL will provide two service trucks for use by the Contractor at the South Facility.
5) The ATL will be responsible for establishing route, service level, and fare policies.
6) The ATL will be responsible for approving all procedures, programs, and plans as required in the RFP and monitoring the Contractor's compliance.
7) The ATL will be responsible for service planning.
8) The ATL will be responsible for marketing, public relations, and advertising.
9) The ATL will be responsible for maintaining/updating the transit website.
10) The ATL will be responsible for coordination with other transit providers in the region.

11) The ATL will be responsible for shelter, bus stops, and sign installations.
12) The ATL will be responsible for the repair and maintenance of ATL owned Park & Ride lots and revenue bus stops.
13) The ATL is responsible for marketing, public relations, and advertising.
14) The ATL will be responsible for maintaining and updating the Xpress website.
15) On a monthly basis, ATL will assess the Contractor's performance concerning operational performance, complaints, safety performance, vehicle availability, vehicle maintenance, and adherence to other ATL requirements and performance standards outlined in this Request for Proposal.
16) The ATL will provide support agreements for the fare systems and CAD/AVL system. Further information is provided in the Maintenance section (Section 5.4.3).
17) The ATL will for any subsequent route and schedule changes during the performance of this Contract, provide the Contractor with route, span of service, headway, and service frequency changes to develop subsequent schedule blocks and run cuts, including formats necessary for CAD/AVL and fare systems.
18) The ATL will finalize and designate holiday service schedules each December for the upcoming calendar year.
19) The ATL will be responsible for the Storm Water Runoff Plan (SWPPP), Spill Prevention, Control, and Countermeasure Plan (SPCC), and Facility Response Plan (FRP).
20) The ATL will be responsible for all access control systems, doors with access control mechanisms, and door locks/latches related to access control.
21) The ATL will be responsible for maintaining all camera systems at the SOPs facility. At the NOPs facility, the Operating Contractor will be responsible for maintaining the facility's CCTV system.
22) The ATL shall provide diesel fuel for Revenue Vehicles only at the South Facility through a statewide contract.

5.3 Operations

1) The ATL is looking to hire a Contractor to operate, maintain, and manage all services identified in this Request for Proposal (RFP). The Scope of Services to be provided by the selected Contractor includes the specific services outlined in this RFP and the Reporting Requirements in Section 9.
2) The selected Contract shall assume the North Facility lease with a portion of 30% attributed to the ATL and 70% contributed to the County. The contractor should apply the same split to any shared costs. In agreement ATL and Gwinnett County reserve the right to make future adjustments to this split.

3) The Contractor shall provide the necessary management, technical, maintenance, and operational expertise necessary to deliver ATL's commuter service.
4) The Contractor must collaborate with the ATL on operations, monitoring, reporting, and service performance measurements. The Contractor shall cooperate with the ATL to provide high quality transportation services.
5) The ATL may provide other services; however, they will be procured outside of this contract.
6) The Contractor will promptly respond to any inquiries, concerns, or requests from the ATL.
7) The Contractor shall perform close liaison activities, coordination, and cooperation with ATL on matters related to operations, maintenance, monitoring, reporting, service performance, data collection, and will respond immediately to any inquiries, concerns, and requests of ATL and/or Customer Service.
8) The Contractor will promptly respond to any inquiries, concerns, or requests from the ATL.
9) The ATL will be the primary responder to all media inquiries about their commuter. The Contractor will assist in preparing information to support media inquiries/responses. Upon direction by ATL, the Contractor may be requested to assist in responding to the media.
10) The Contractor shall assist and cooperate with ATL in establishing and implementing operating policies as directed by ATL, and address required regulations, rules, requirements, procedures, and policies; local, federal, and State laws, regulations, rules, FTA, EPA, OSHA, Title VI, ADA, idling, noise, and other relevant requirements.
11) The ATL prohibits the use of cellular phones, personal radios, and other personal communication devices while operating a revenue vehicle. In response to this RFP the Contractor must submit their policy regarding driver communications and electronic devices for review and approval by ATL.
12) The Contractor shall perform all dispatch duties, including operator sign-in, sign-out, and vehicle route assignments, call intake, monitoring of CAD/AVL, and operational communications when commuter services are operational.
13) The Contractor shall ensure that a qualified Dispatcher is on duty in the dispatch office at all times when Xpress vehicles are in service. The Dispatcher shall be responsible for actively monitoring system operations and maintaining continuous communication with operators, field supervisors, customer service, maintenance, and safety personnel.
    a) Specific responsibilities shall include, but are not limited to: monitoring CAD/AVL systems; identifying and responding to service disruptions; providing timely real-time delay and status updates; coordinating with maintenance and road supervisors for vehicle issues; and ensuring that all necessary parties are informed to support the safe, efficient, and reliable delivery of commuter service.
14) When requested by ATL, the Contractor will ensure that its operators distribute notices to passengers or otherwise render assistance in customer relations, information, promotion, monitoring, and supervisory functions.

15) The Contractor will ensure that its Operators require passengers to pay at the Park & Ride lot in the AM and PM. In the AM passengers will pay upon boarding the bus and in the PM they will pay at the Park & Ride lot before exiting the bus.
16) The Contractor is responsible for ensuring the security of the fareboxes and controlling locks and keys on revenue vehicles. Operators must promptly report any fareboxes or fare system equipment issues to Central Dispatch. The Contractor must not use vehicles in revenue service without a working farebox.
17) The Contractor shall immediately report any malfunctioning or inoperative fare collection equipment to dispatch, and the affected bus shall be removed from revenue service until the equipment is restored to proper working condition. If an Operator is observed not collecting fares and, upon investigation, it is determined that the farebox was operational, the Contractor shall reimburse ATL for all fare revenue that should have been collected. Furthermore, if an Operator fails to report a malfunctioning farebox and the Contractor continues to operate the affected bus in revenue service, the Contractor may be required to reimburse ATL for all fare revenue lost during the period of noncompliance.
18) The Operator shall honor and validate all fare payments in accordance with ATL's established fare system policies. Operators are required to verify cash fares deposited into the farebox, including validation of smart card and mobile payments. In the event a passenger with a disability is unable to independently pay fare, the Operator may provide reasonable assistance to ensure the fare is properly collected and recorded.
19) The ATL routes interface with the Metropolitan Atlanta Rapid Transit Authority (MARTA) service at several MARTA rail stations.
20) ATL has a reciprocal fare agreement with MARTA that provides reciprocal free transfer privileges for passengers. The free reciprocal transfers are only available when using the smartcard fare system and mobile payment. A new fare system will be implemented by the end of FY 27.
21) The Contractor shall train and require operators to operate wheelchair lifts/ramps, kneeling features on the ATL revenue fleet, and to assist in securing wheelchairs and other mobility devices for riders.
22) In the event the automated stop announcement system is not functioning, Operators will be required to announce all stops, as directed by ATL policy and ADA.
23) The Contractor shall require operators to fill out pre-trip and post-trip vehicle inspection forms as outlined in the Contractor's operating rules and procedures, and the State of Georgia DOT requirements. Operators shall be required to use the revenue vehicle's CAD/AVL equipment, and the pre-and post-trip inspection system. In the event the CAD/AVL pre-post trip system is inoperative, Operators shall report the defect and use the hand-written inspection forms. Operator's pre- and post-trip inspections shall include a functional check of the CAD/AVL and radio systems.

24) The Contractor shall, given the size of the service area, carefully evaluate and provide adequate street supervision staffing. In establishing staffing levels and deployment locations, the Contractor shall consider factors such as traffic density, travel patterns, and anticipated incident response times. The Contractor shall ensure that supervisors are positioned and available to provide rapid response to any service-related incidents as required by ATL.
25) The Contractor shall ensure that there are no incomplete trip segments and that ALL trips are completed to the final time point.
26) The ATL will not pay for a service trip or revenue hours for any revenue vehicle driven by a supervisor, manager, safety personnel, or other personnel not classified as an Operator during Revenue Hour Service unless necessary to deliver revenue service schedules or the Contractor has obtained prior authorization from ATL.
27) The Contractor must collaborate closely with ATL on operations, monitoring, reporting, and service performance measurements.
28) The Contractor will promptly respond to any inquiries, concerns, or requests from ATL.
29) The Contractor shall provide ATL with policies and procedures that govern the Contractor's methods of management and operations for ATL approval.
30) The Contractor must perform all active dispatch duties, which include operator sign-in, sign-out, and vehicle route assignments. A dispatcher must always be present in the dispatch office when the ATL commuter service is operational. Dispatchers will be responsible for actively monitoring vehicle performance and proactively adjusting ensure buses remain on schedule.
31) The Contractor must develop and submit a supervisory and monitoring plan to ATL for approval during the turnover period. This plan and associated procedures must outline the methodology for monitoring tasks.
    a) The Contractor must submit an acceptable plan to ATL at least 30 days (about 4 and a half weeks) before the start of contract service operations.
32) The Contractor is responsible for ensuring the security of the fareboxes and the associated revenue collection system. Operators must promptly report any fareboxes or fare system equipment issues to Central Dispatch. The Contractor must immediately resolve any problems with the farebox or fare system equipment by verbally instructing operators, dispatching a supervisor, or contracting maintenance personnel to fix the farebox or replace the vehicle. The Contractor must not use vehicles in revenue service without a working farebox.
33) The Contractor is responsible for controlling farebox locks and keys.
34) The Contractor shall provide all necessary equipment and services for the operation and management of all services unless expressly stated to be supplied by the ATL.

5.3.1 Commuter Service

1) Using revenue vehicles provided by ATL, the Contractor is responsible for delivering commuter bus service on fixed schedules as specified by ATL. This includes providing sensitivity and customer training for all personnel, such as operators and dispatchers.
2) The Contractor must provide any training records to the ATL upon request.
3) The Contractor will manage the ATL commuter service using vehicles provided by the ATL, adhering to established schedules. Xpress route maps and schedules can be viewed at the following website (www.xpressga.com). Click on 'Routes & Schedules.' The daily operating statistics for current service operating levels are included in Section 5.1.
4) For any subsequent route and schedule changes during the performance of this Contract, ATL will provide route, span of service, headway, and service frequency changes to the Contractor for developing subsequent schedule blocks and run cuts.
5) The Contractor shall be responsible for developing and providing schedule blocks and run cuts in a format compatible with the applicable service CAD/AVL system and may be required to assist ATL with the import and quality assurance of the new schedule into ATL's CAD/AVL system.
6) The Contractor shall operate Xpress service in full compliance with the operating days, service hours, and schedules established in the current Master Schedule.
7) The Contractor must deliver with professionalism and with a priority on safety and creating a positive passenger experience.
8) ATL reserves the right to adjust Service hours, and peak-period vehicle requirements during the term of the Contract based on funding levels, operational needs, or directives from ATL. Any adjustment to service will be directed by ATL's Operations Director/Manager, or their designee.
9) The Contractor shall provide the necessary management, technical, and operational services for commuter service as required by the ATL.
10) The Contractor shall assist and cooperate with the ATL to provide high-quality transportation services.
11) The Contractor shall be authorized with prior ATL approval to deviate from established routes when necessary to avoid construction work, accidents, emergencies, lane and interstate closures, disabled vehicles, or other obstructions.
12) The Contractor shall in the event that Xpress service operates more than fifteen (15) minutes behind schedule, report the occurrence to the Xpress customer service Contractor immediately and take all available steps to restore on-time performance.
13) The Contractor must collaborate closely with ATL on operations monitoring, reporting, and service performance measurements.
14) The Contractor shall provide data and reporting, as requested, related to commuter service, including passenger counts by trip, stop, or block; run-time data; on-board ride-checks; and

analysis of schedules, routes, costs, invoices, or service issues. Such reporting will support ATL in identifying opportunities for improvements in equipment, schedules, service levels and costs.

15) The Contractor shall maintain a robust supervision program that ensures consistent and effective street supervision whenever revenue vehicles are in operation. The program must provide sufficient geographic coverage across the service area and guarantee prompt response to accidents, incidents, or other service disruptions, including timely investigation and corrective action as required.
16) The Contractor is responsible for adjusting the levels of transit monitoring personnel (road supervision) and can assign existing staff with other permanent duties to help maintain a consistently high quality of service. The ATL must approve the monitoring plan and procedures.
17) The Contractor shall develop a service monitoring plan and procedures subject to ATL approval.
18) ATL will not cover the costs for a service trip or revenue vehicle driven by a supervisor, manager, safety personnel, or any other staff not classified as an operator during revenue service. This is only permissible if the Contractor has received prior authorization from the ATL.
19) The Contractor must maintain records and provide them to the ATL upon request. These records must include the names of supervisors and/or operators who worked on the ATL's commuter bus service and the hours worked each day.
20) The Contractor will manage ATL's commuter bus service using vehicles provided by ATL, adhering to established schedules.
21) The ATL will notify the Contractor of any required route or schedule changes. The Contractor shall operate service in accordance with the Master Schedule (Attachment 5), with an emphasis on reliability, professionalism, and positive passenger /customer experience. Revenue hours and vehicle requirements may be modified during the term of the Contract based on funding levels or ATL directives. Any such adjustments require prior written approval from ATL's Operations Director, Manager, or their designee.
22) The Contractor shall perform all scheduled services subject to ATL's operating standards for service performance. Service shall be provided as requested or according to any adjusted schedule established by ATL,
23) The Contractor shall not supply vehicle revenue hours when such hours are not authorized or scheduled, as ATL will not pay for such hours.
24) The Contractor shall perform all active dispatch duties, which include operator sign-in, sign-out, and vehicle route assignments. A dispatcher must always be present in the dispatch office when the ATL's services are operational.
25) The Contractor shall provide all necessary equipment and services for the operation and management of all services unless expressly stated to be supplied by the ATL.

26) The Contractor is responsible for operator relief and must maintain the continuity of service.
27) In the event of a major service disruption the Contractor must immediately notify the ATL. If the Contractor is unable to provide alternative service, ATL may then elect to secure the necessary services. Should ATL elect to secure such service from other sources, the Contractor will be liable for all associated costs incurred in such cases.
28) Where direction or authorization form the ATL is required for a particular change, the affected entity must provide such direction or authorization.

5.3.2 Use of Vehicles/ATL Assets

1) The Contractor shall not enter into any agreement with another party for using equipment and/or personnel dedicated to this service without obtaining written consent from ATL.
2) At no time should personnel use ATL's vehicles for personal purposes or take service vehicles home.

5.3.2.1 Capital Items Provided by ATL

1) ATL will retain the title for all capital items provided. The Contractor is responsible for maintaining proper property control records for all property furnished by ATL, following sound industry practices, and subject to approval by ATL.
2) The Contractor shall maintain all equipment according to ATL Capital Management, Transit Asset Management (TAM) (Attachment 8), and Fleet & Facilities plans (Attachment 9 and Attachment 10).

5.3.3 Modifications and Service Changes

1) ATL reserves the right to modify or adjust the services and/or vehicles provided under this Contract at any time. These modifications may include, but are not limited to, adjusting the service area, temporarily or permanently changing routes, reallocating vehicle revenue hours, altering the frequency of service, span of service, and operating days.
2) The ATL reserves the right to make changes to the revenue vehicle fleet.
3) Process for Service Changes: During the Contract period, ATL will reevaluate ridership changes, service hours, trip demand, capacity constraints, and on-time performance to determine whether the current level of service is no longer meeting ATL's established standards or requirements. ATL will provide a written request to the Contractor that includes the following:
   a) A timeline for implementing the service change.
   b) An estimate of the costs or savings associated with the proposed change.
   c) An assessment of how the change will impact existing operations.
   d) The need for any additional capital equipment is required for the change.
   e) An evaluation of the feasibility of the service change.

4) Additionally, the Contractor may propose service changes for review by ATL and suggest alternatives or modifications to their proposed services.
5) In the event of a declared emergency, the Contractor shall deploy vehicles in accordance with the directives provided by the ATL as part of an emergency operations plan. In case of a declared medical emergency, such as a pandemic, the Contractor shall implement the approved standard operating procedures (SOPs) to ensure the safety of their staff, the ATL staff, and customers. ATL may adjust service level requirements as necessary during any declared emergency.
6) The Contractor will comply with any state, federal, and local guidelines as issued.
7) The Contractor must activate the Service Continuity Plan immediately in the event of a service disruption. This includes assigning additional operators, dispatching replacement vehicles, and sending equipment from a staging area to minimize wait times. If vehicles are disabled, other revenue vehicles will be dispatched to pick up stranded passengers.
8) The Contractor shall manage service disruptions or delays which can result from various factors, including accidents, mechanical failures, severe traffic backups, detours, road closures, or an Operator's failure to report on time or complete the assigned run. The Contractor must establish a reliable communication system to promptly inform ATL and Customer Service of all service interruptions..
9) Xpress service will not operate on the following major holidays and days surrounding holidays designated by ATL. Xpress reserves the right to amend the holiday schedule during the contract year if necessary.

New Year's Day	Wednesday before Thanksgiving
Martin Luther King Jr. Day (observed)	Thanksgiving Day
Memorial Day	Black Friday (Day after Thanksgiving)
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

5.3.3.1 Temporary Service Modifications

1) ATL may instruct the Contractor to implement temporary changes to the services provided or schedules to resolve short-term operational issues.

5.3.3.2 Other Route and Service Modifications

1) The Contractor is responsible for implementing modifications arising from non-recurring events, such as accidents and inclement weather. Additionally, route and service

modifications required due to recurring events, such as street closures for special events, must be approved by ATL. In an emergency, the Contractor must promptly modify schedules and routes to ensure public safety or as directed by ATL.

5.3.3.3 State, Regional, or Region-Wide Emergencies

1) Upon the Governor of Georgia declaring an emergency, the Contractor may be responsible for various transportation-related activities. This includes implementing emergency travel routes and coordinating with other standard carrier services agencies. In the event of a declared emergency, the Contractor shall deploy vehicles by the directives provided by ATL as part of the transportation emergency operations plan. In the case of a declared medical emergency, such as a pandemic, the Contractor will implement the approved standard operating procedures (SOPs) to ensure the safety of their staff, ATL staff, and customers.

5.3.3.4 Revenue Vehicle Breakdown

1) The Contractor will provide a spare revenue vehicle if a revenue vehicle breaks down. ATL reserves the right to establish additional criteria for a timely response during breakdowns.

5.3.3.5 Service Continuity Plan

1) The Contractor shall develop a Service Continuity Plan to maintain service at normal levels. The Contractor is expected to take proactive measures to prevent or minimize any inconvenience experienced by passengers, ensuring their safety and comfort.

5.3.4 Charter Exempt Service

ATL provides Charter Exempt service per FTA's charter service regulations (49 CFR Part 604), which allow for specific exemptions where transit agencies can provide charter services without violating the regulations. These exemptions are outlined in sections 604.6, 604.7, 604.8, and 604.9. It is provided with revenue vehicles. The vendor should provide a special event rate for this service. It will not be considered revenue service.

1) In addition to revenue service operations, the Contractor may, upon receiving specific written request from ATL, provide special transportation services on an occasional basis, including promotional appearances, specially planned trips, etc.
2) The rate for these special event services will apply from the start to the end of the scheduled event, excluding any deadhead time.
3) This service can be scheduled on any day of the week and at any time.
4) No transit revenue vehicles shall be used for charter services unless authorized by the ATL.
5) ATL's expectation is that the vehicles used for these events will be exceptionally clean and prompt.

5.3.5 Facilities

5.3.5.1 South Facility

1) The ATL will provide the South Facility, a maintenance and operations facility that was constructed in 2017, located at 5250 Frontage Road, Forest Park, GA 30297. The South Facility has 38,711 sq. ft. of building space with separate 12-bay maintenance and office buildings. ATL will lease the South Facility to the selected Contractor for a cost of $1 annually throughout the term of the Contract.
2) The Contractor is responsible for maintenance and

5.3.5.1.1 Maintenance of Facility and Equipment

The Contractor shall perform the following services for the South Facility with due diligence and care:

1) The Contractor shall provide routine maintenance, operation, and repair of the entire South Facility, including the administration building, maintenance shop, fuel island, revenue vehicle wash, retention ponds, parking lots, landscaping, and all utility-related services, excluding electric bus charging.
2) The Contractor shall establish utility accounts in its name and shall be responsible for payment of all utilities at the South Facility, excluding electric bus charging electricity. Utilities include, but are not limited to, electricity, water, sewer, natural gas, trash and waste disposal, used oil and filter disposal, oil-water separator cleaning, storm drain out-fall cleaning, and used parts disposal.
3) The Contractor shall, at its sole cost, maintain the facility, including interior and exterior cleaning, and perform all necessary repairs, including electrical, carpentry, plumbing, masonry, decorating, and other alterations as approved by ATL. Emergency repairs required to preserve the facility, ensure safety, or prevent service interruption shall be completed immediately by the Contractor, at the Contractor's expense.
4) The Contractor shall coordinate with ATL to ensure compliance with all orders, notices, or violations affecting the South Facility issued by Federal, State, or Municipal authorities, or by organizations including, but not limited to, the Georgia Board of Fire Underwriters and the Georgia Fire Insurance Exchange. If noncompliance could result in civil or criminal liability for ATL or the Contractor, the Contractor may take immediate corrective action after consultation with the Deputy ATL Director, Chief Transit Officer, or Director of Operations. The Contractor shall notify ATL immediately upon receipt of any such order or violation.
5) The Contractor shall be responsible for procuring and paying for all utilities and services necessary to support South Facility operations, including but not limited to electricity, gas, water treatment, telephone, HVAC, plumbing, parking lot cleaning, window cleaning, waste

removal, diesel exhaust fluid (DEF), emergency fueling, security services, and pest control. All such costs shall be borne solely by the Contractor. Contractors engaged for HVAC and plumbing services must receive prior approval from ATL. The Contractor is responsible for purchasing all supplies to properly clean, maintain, and operate the South Facility; make all such contracts and purchases in the Contractor's company name. This includes paper and toner for the copy machine.

6) The Contractor is responsible for checking all bills received for services and work for the South Facility and advise ATL of any discrepancies. Pay or cause to be paid all such bills, water charges, cable bills, and other assessed charges within the time allotment and due date on the bill.
7) The Contractor will not rent, sublet, or assign any part of the South Facility to subcontractors.
8) The Contractor shall coordinate with the ATL Building and Facilities Superintendent South on moving dates and large deliveries so that there is a minimum of disturbance to the South Facility's operation and inconvenience to general operations.
9) The Contractor will routinely perform many tasks including but not limited to; conducting visual inspections of buildings, equipment and conditions; maintain, adjust and make minor repairs to, woodwork, flooring and walls; replace broken windows and door glass; make minor repairs to plumbing systems, and electrical fixtures, assist in relocating building equipment as directed and approved by South Facility manager. Visually inspect building, grounds, structures, and equipment to assess and check for defects, malfunctions, and hazardous conditions. Visually check for and record the observable conditions of the premises, prepare reports, and keep records. The Contractor may operate a motor vehicle in the performance of assigned duties. All ATL Xpress requested maintenance must be completed within ten (10) Business Days. If the requested maintenance cannot be completed within ten (10) Business Days, the Contractor must provide a reason and make a request for an extension.

5.3.5.1.2 Emergency Generator

1) The Contractor is responsible for all maintenance, testing, and operational checks of the backup generator to maintain compliance with the manufacturer's recommended schedule. All repairs are to be made by an ATL-approved generator maintenance contractor. This shall include an annual load testing of the backup generator.

5.3.5.1.3 Bus Wash Maintenance

1) The ATL will be installing a new bus wash during this contract period. The Contractor will be responsible for bus wash repairs after the initial warranty and any subsequent extended warranty that may be in effect. Refer to Section 5.3.5.2.4 regarding the new bus wash installation.

5.3.5.1.4 Facility Plan Adherence

All South facilities maintenance will be performed by the Contractor per the requirements of ATL's Facility Plan. Moreover, the Contractor will provide the following services:

1) Maintenance of the floor cleaners used in the maintenance shop
2) Replacement of light bulbs and or fixtures
3) Interior door hardware (locks, hinges, frame, door closers) unless security access doors
4) Repair of employee lounge appliances (refrigerators, water fountains, coolers, coffee machine, microwave)
5) Pest control
6) HVAC Services and agreements
7) Janitorial services of both buildings, service areas, pits, and fueling stations. This includes shampooing of carpets or replacement of heavily soiled carpet that can't be cleaned satisfactorily.
8) Refuse removal service
9) Landscaping and ground maintenance, including snow removal and retention pond cleaning
10) Receiving fuel deliveries with legible signatures on delivery documents and monitoring of fuel tank levels, leak detection of UST, and the manual sticking of fuel tanks to ensure accuracy of fuel levels
11) Cleaning, servicing, and repair (if needed) of oil/water separators, removal of waste oil, cleaning out of storm water drainage systems, and outfalls in the parking lots.
12) Fencing repairs, regardless of liability.
13) Cleaning of concrete to remove oil stains, coolant, power steering fluid, or any other liquid used in or on a revenue vehicle.
14) Cleaning of asphalt surfaces, seal coating, and restriping when needed.

5.3.5.2 Client Responsibilities

This section outlines the responsibilities of the Contractor and ATL regarding the Service Scope of Work. It is important to note that any services and support required to meet the RFP requirements not explicitly assigned to ATL are assumed to be the Contractor's responsibility, regardless of specific mention. This summary is meant to clarify, not replace, the detailed text provided earlier. In the event of discrepancies between this subsection and other parts of this Request for Proposal or surrounding sections, the latter will prevail. The amount of actual service required may increase or decrease over the term of the Contract, depending on the demand for service, the characteristics of the Local Service area, the ATL budget, and/ or changes in the ADA law and State ADA regulations. ATL reserves the right to adjust the amount of service required at any time.

5.3.5.2.1 Electric Bus Utilities

1) ATL is responsible for the electric utility bill for charging the **electric buses** with the 10 Heliox 180Kw chargers in the facility's parking area. ATL will pay Georgia Power directly for the charging of the electric buses. This **will not** be a pass-through expense on to the contractors' monthly billing statement.

5.3.5.2.2 Electric Bus Chargers

1) ATL is responsible for Electric bus charger maintenance, including repairs to monitoring and control systems. The Contractor is responsible for prompt notification of any charging problems (to ATL).

5.3.5.2.3 Diesel Fueling Pumps & Equipment

1) ATL is responsible for the repair of diesel pumps, nozzles, leaks, underground storage tank, fuel hoses, and breakaway replacement if the units fail through normal usage. If failure is related to an accident of contractor's employees, the contractor will be responsible/billed for all repairs related to DEF equipment/dispensing equipment, and tank.

5.3.5.2.4 New Bus Wash Installation

1) ATL will be installing new bus wash equipment as well as extending the current bus wash building/lane to prevent water from escaping the wash area. This project is projected to begin by the first quarter of 2026 (date is tentative).

5.3.6 Use of Vehicles/ATL Assets

1) The Contractor shall not enter into an agreement with any other party for the use of ATL equipment dedicated to this service without the prior written consent of ATL.

5.3.6.1 Advertising on Vehicles

1) The Contractor shall not permit any advertising, political, or other printed, published, or digital material to be placed on, distributed on, or displayed within any assigned Revenue Vehicle without the prior written authorization of ATL. Advertising material shall be installed only as directed by ATL, whether on the interior or exterior of vehicles. The Contractor shall not use, or permit the use of, any loudspeaker, video, or other device for advertising or promotional communication except as expressly authorized by ATL.
2) The Contractor shall immediately notify ATL of any request or offer to place such material on Revenue Vehicles. Any payment or consideration received in connection with advertising or promotional material shall be remitted promptly to ATL. All advertising revenues are the sole property of ATL.

5.3.6.2 Capital Items Provided by ATL

1) All capital items provided by ATL shall remain the sole property of ATL. The Contractor shall maintain accurate property control records for all ATL-furnished assets in accordance with sound industry practices, subject to ATL review and approval.
2) The Contractor shall maintain all capital items in compliance with manufacturers' recommended standards or as otherwise directed by ATL. The Contractor shall promptly notify ATL of any loss, damage, or condition affecting the use, value, or safety of ATL-owned property.
3) The Contractor shall be required to maintain such items utilizing manufacturers' recommended maintenance standards, or as provided by the ATL.
4) The Contractor shall maintain adequate property control records of all ATL-furnished property in accordance with sound industry practice and as approved by ATL. See Attachment 4, Attachment 6, and Attachment 7 for ATL assets.
5) The Contractor shall maintain all equipment in accordance with ATL Capital Management, TAM (Attachment 8), and Fleet & Facilities Plans (Attachments 9 and 10).

5.3.7 ADA Requirements

1) The Contractor will be responsible for compliance with all public transit requirements related to the Americans with Disabilities Act (ADA), including the policies, regulations, and training of all Operators in the safe use of all ADA vehicle equipment. Requirements include, but are not limited to, stop announcements, operation of the wheelchair lift equipment, wheelchair tie-down procedures, wheelchair lift standee policies, operation of Revenue Vehicle kneeling and ramp features, requirements for stop announcements, boarding and securing of mobility devices, service animal regulations, first aid, CPR and an awareness of a variety of disabilities and the medical symptoms or risks associated with them. The program shall also include an extensive Sensitivity Training Program. The Contractor shall be fully responsible for compliance with all public transit requirements of the Americans with Disabilities Act (ADA), including adherence to all applicable policies, regulations, and training of operators on the safe use of ADA vehicle equipment. Requirements include but are not limited to the following:
   a) Proper execution of stop announcements
   b) Operation of wheelchair lifts, ramps, kneeling features, and related equipment
   c) Wheelchair tie-down and securement procedures
   d) Wheelchair lift standee policies.
   e) Safe boarding and securing of mobility devices
   f) Service animal regulations
   g) First aid and CPR certification
   h) Awareness of a range of disabilities and the medical symptoms or risks associated with them

2) In addition, the Contractor shall establish and provide a comprehensive Sensitivity Training Program designed to ensure Operators and staff demonstrate professionalism, respect, and awareness in serving passengers with disabilities
    a. The Contractor shall provide ATL with a detailed outline of its ADA and Sensitivity Training Program, including content, frequency, and delivery methods, as well as its application to new hires and ongoing refresher training for all employees

3) The Contractor shall identify qualified and trained Key Personnel responsible at the North and South Facilities for ADA and Title VI complaint investigation.
4) The Contractor shall establish and maintain a formal Complaint Review Process that includes intake procedures, investigation, and resolution. This process shall encompass all aspects of ADA- and Title VI–related complaint investigation, including those submitted by employees and customers. Customer ADA and Title VI processes must align with ATL requirements.
    a. The Contractor shall also be responsible for:
    b. Procuring and posting Title VI notices in all public-facing locations designated by ATL.as determined, and inside the Revenue Vehicles whenever the notice is updated or changed, or when a new vehicle is procured.

5.4 Maintenance

1) The Contractor shall be responsible for the maintenance of all vehicles and vehicle-related equipment, furnishings, and accessories required in connection with the operation of the Xpress system in accordance with ATL Xpress Fleet and Facility Plans.
2) The Contractor shall ensure sufficient vehicles are available at each operating location for service delivery, maintaining a 20% SPARE RATIO for each vehicle type.
3) The Contractor shall maintain vehicles so that the miles between road calls remain above the level established for the ATL fleet. The miles between major road calls shall remain at or above 30,000 miles.
4) The Contactor shall perform preventive maintenance procedures, as established by the ATL and according to ATL timelines.
5) The Contactor is responsible for maintaining the ATL's vehicles in new or like-new condition, given age, and service.
6) The Contractor shall ensure that revenue vehicles conform to all appliable federal, state, and required safety regulations. This includes but is not limited to proper operating equipment, emission standards, idling standards, and safety regulations.
7) All vehicles and shop equipment (Attachment 4) shall be maintained in a clean, safe, sound, and operable condition at all times and in full accordance with any manufacturer-recommended maintenance procedures and specifications. In addition, items shall be

maintained in compliance with all applicable requirements of federal, State, and local statutes or regulations.

8) All repairs to the assigned ATL Revenue Vehicle fleet and vehicle-related equipment, furnishings, and accessories shall be performed by the selected Contractor or other approved vendors. ATL Xpress shall approve all vendors/subcontractors before any work being performed on any ATL Xpress vehicles.
9) Contractor repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding, or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required in accordance with the Fleet and Facilities Plan timeline.
10) The ATL will assess the Contractor's operational performance, complaints, safety performance, vehicle availability, vehicle maintenance issues, and adherence to other ATL requirements and performance standards outlined in this Request for Proposal.
11) The Contractor shall perform repair work expeditiously in response to the identification of problems by Operators or other staff members, including ATL. The selected Contractor shall assure ATL that required non-safety repairs shall not be deferred beyond a reasonable time. The Contractor shall ensure that safety defects are never deferred. ATL retains the right to have any vehicle that has not been repaired within thirty (30) days taken to a repair facility of its choice for repair. Those repair costs will be invoiced to the Contractor, or the amount will be deducted from the current monies owed to the Contractor.
12) The Contractor is responsible for setting up their own accounts with all vendors and subcontractors and shall not use any pre-existing account in the ATL's name or former names, including SRTA, GRTA, or PTM-Xpress.
13) The Contractor shall implement the approved Quality Management Plan. The Maintenance manager shall work with the Maintenance managers to analyze data and effect changes to promote efficiencies, develop and implement maintenance policies and procedures, and ensure all required maintenance is performed in a safe, efficient, and timely manner, and properly documented.
14) The Contractor shall be responsible for heavy maintenance as necessary, such as engine and transmission repair and rebuilding, either directly or through a subcontractor.
15) The Contractor shall provide all labor, repairs, parts, supplies, lubricants, solvents, diagnostic equipment, software and software updates, and all other components, services, tools, and equipment which may be required to fulfill its maintenance responsibilities at the Contractor's cost and expense. At a minimum, this will include diagnostic equipment for engines, transmissions, brakes, HVAC systems, TPMS, and Revenue Vehicle electronics. Each maintenance shop will have its own equipment. In the event new equipment is procured, the purchaser shall retain title to the equipment, whether the Contractor or ATL.

16) The Contractor shall be responsible for sourcing and supplying the following vehicle fluids necessary to maintain vehicles, including, but not limited to, Antifreeze, Automatic Transmission Fluid, Diesel Exhaust Fluid (DEF), grease, and Engine Oil. The electric buses spec for grease is different that prior models.
17) The Contractor shall ensure all fluids used in ATL Xpress vehicles meet the most up-to-date OEM standards approved by the vehicle manufacturer.
18) The Contractor shall service vehicles using a preventive maintenance process that will minimize vehicle breakdowns during service.
19) The Contractor shall develop and refine a program for tracking component failure and replacement history, allowing for a possible campaign to prevent future component failure.
20) The Contractor shall make sure that the vehicles available for service have all equipment functioning properly and that the interior is free of any signs of wear and tear, such as cuts or holes in the upholstery, or worn paint from scrapes and scratches. The exterior of the vehicle should be free of graffiti.
21) The asset must fully operate and perform its designed function and not pose a safety risk.
22) All assets shall be maintained using an OEM preventive maintenance process and procedures that will minimize vehicle breakdowns during service and meet or exceed all OEM Specifications and Requirements, the ATL's requirements, ADA requirements, and all applicable requirements of any Federal, State, or Local statute or requirement. This shall be identified in and accomplished through the selected Contractor's approved Preventive Maintenance Program.

5.4.1 Maintenance Records

1) The Contractor shall submit with its proposal a complete description of its proposed CMMS and MMIS, along with samples of the reporting capabilities of the system. The selected Contractor shall ensure that the system data and reports are in formats that can be accessed and read by ATL or its designee at any time, utilizing standard MS Office Excel software. The Contractor's system CMMS MMIS must be fully compatible with and fully interface with ATL's Clever Devices and Tableau data collection, storage, reporting, and analysis systems.
2) The fleet maintenance system shall be automated and shall be part of the Contractor's Maintenance Management Information System (MMIS), Computerized Maintenance Management System (CMMS), and electronic reporting system.
3) The Contractor shall maintain an electronic vehicle history file for each Revenue Vehicle documenting, by date, all preventive and repair maintenance, warranty work, inspections, parts usage, unscheduled maintenance, fuel and oil consumption, labor, and other information required by the Contractor and ATL.

a) The Contractor shall maintain current vehicle files in paper and electronic (Excel) formats, organized by vehicle number, and provide complete copies to ATL on request during or at contract end. The Contractor shall submit the maintenance record format to ATL for approval at least 90 days before the contract start.
b) The Contractor shall inspect, maintain, and repair vehicles as needed, promptly returning them to service. The Contractor shall also manage the fleet to prioritize unscheduled repairs and maximize vehicle availability.

2) The Contractor shall prepare, maintain, and make available to ATL (or their designee) all records and data related to the maintenance of the assigned ATL Revenue Vehicle fleet and vehicle-related equipment, furnishings, and accessories.

4) ATL or its agent/representative shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the vehicle operations and maintenance facility for the duration of the Contract.
   a) All such records shall be prepared and maintained in such a manner that fulfills all applicable State and Federal requirements. These records shall be used by ATL to evaluate the Contractor's maintenance performance accurately.

5) The Contractor shall prepare and maintain maintenance records in a format approved by ATL. Such records shall include, but not be limited to, the following:
   a) Driver Vehicle Inspection Report (DVIR) - The Contractor's Maintenance Department will review, coordinate follow-up actions, sign off on completed repairs, and file DVIRs that are filled out by the Operators. ATL currently uses electronic DVIR's through the Clever system.
   b) Work orders/repair orders shall be entered into the maintenance tracker/CMMS for all tasks, including all warranty and subcontracted tasks, performed on ATL Xpress vehicles. Work orders shall include vehicle number, vehicle life to date (LTD) mileage when the work order is opened, dates of complaint and repair, technician name, reported complaint, cause, correction details, labor hours, materials, and the date the work was completed.
   c) All warranty repairs must be performed at the North Facility, South Facility, or an approved subcontractor/OEM facility and recorded in the Contractor's Computerized Maintenance Management System (CMMS) or Maintenance Management Information System (MMIS) as work orders, including parts, labor, and comments. ATL must be able to generate detailed warranty reports from the system.
   d) Other Data to be Maintained:
      1) Major and minor failure reports, which are numbered and identify the date, time, vehicle number, route number if in service, problem, and life to date (LTD) mileage on the vehicle.
      2) Maintenance records for each vehicle, which provide the following information at a minimum:
         i. Make, model, and model year

ii. Vehicle Identification Number (VIN) and ATL fleet number
iii. ATL Property ID number and serial number of installed owned equipment (if the component is serialized). This includes, but is not limited to, fare collection equipment components, communications equipment, and other items as required.
iv. Major component serial numbers such as engine, transmission, radiator, etc.
v. License Plate number
vi. Date vehicle was received.
vii. In-service date with the Contractor
viii. Life miles (LTD)

3) All vehicle repair work orders and preventive maintenance actions must provide the description of the repair, parts cost, and labor cost. Work orders must include the technician employee name/number performing the repair, and whether the technician is in-house or a third-party contractor.
4) All rebuilds or major component replacements, the Contractor must include date, life miles at time of replacement/rebuild, and major component serial number (if serialized). All major repairs, including replacement or rebuild of critical components must be approved in advance by ATL.
5) All subcontracted repairs, including subcontractor name and materials.
6) Preventive maintenance inspection (PMI) reports
7) Tire data, including date of installation, position on vehicle, and TPMS identification number if applicable.
8) Oil, transmission fluid, and coolant analysis records for the designated intervals, by engine or transmission serial number, by vehicle number, with life-to-date miles at the time of the sample.
9) Fuel, DEF, engine oil, transmission oil, and the coolant daily usage.
10) Mileage to be identified on all work orders and daily fuel and service reports.
11) Failures/Road call information
12) Audit trail for work order (WO) to include, at a minimum but not limited to, name, date, and time of the person who initiated the WO; name, date, and time of technician(s) working on the vehicle; and name, date, and time of the person who closed out the WO

6) The Contractor shall be required to provide ATL with a glossary of all codes and their definitions used to record data.
7) In the event vehicles are retired or removed from service, all vehicle records shall be stored in Excel format and provided to the ATL.

5.4.2 Vehicles

5.4.2.1 Revenue Vehicles

1) This contract will have a total of 85 diesel MCI buses and 10 electric buses available to provide the Xpress service. Fifty-four (53) diesel buses and 10 electric buses are assigned to the South Facility, and 32 diesel buses are assigned to the North Facility. ATL reserves the right to move routes and buses at its sole discretion. See Attachment 6 for detailed vehicle information.
2) The schedule for rotating the Revenue Fleet will be determined by the ATL and adhered to by the Contractor. Revenue Vehicles are assigned to a specific garage (i.e., North or South) and have specific programming for updates through GFI at those locations. The Contractor cannot reassign Revenue Vehicles between garages without the consent of ATL.
3) All ATL-supplied Revenue Vehicles will have valid vehicle registration and permanent license plates provided by ATL.
4) It is the Contractor's responsibility to ensure that all ATL Xpress buses used to provide services for this Contract have active Peach Passes assigned to them. The buses operate free in the lances, but the contractor will be responsible for any toll violations.
5) All revenue vehicles must carry contractor-provided proof of insurance in addition to the current registration.
6) ATL reserves the right to change move routes and Revenue Vehicles at its sole discretion. ATL will provide all Revenue Vehicles necessary for the operation of the ATL Xpress service. ATL reserves the right to add or delete Revenue Vehicles as required during the term of the Contract.
7) ATL may request the Contractor relocate Revenue Vehicles between facilities or to other offsite locations. Such requests should be completed in a timely manner.
8) In the event that ATL provides the Contractor with additional vehicles at future times, the Contractor shall acknowledge receipt of such additional vehicles upon their delivery to and acceptance by the Contractor. In the event additional vehicles are provided, acceptance of said vehicles shall be based on completion of an inspection by the receiving facility.
9) The Contractor may not use ATL Xpress Revenue Vehicles for support functions without the express consent of ATL - such consent ordinarily will be given only in emergencies.
10) Revenue Vehicles cannot be cannibalized for parts unless ATL provides approval in writing.

5.4.2.1.1 System Troubleshooting

1) When troubleshooting a reported defect, the technician will perform steps including but not limited to:
    a) Attempt to reproduce and confirm the defect.
    b) Attempt to isolate behavior to a specific component, for example, a communications failure could be due to a problem with the handset, wiring, the CoPilot, or antennas.

c) Rule out issues with data communication.
d) Determine whether the component is defective using the test bench or cross-checking with another vehicle.

2) When a component fails, maintenance personnel replace it with a part from the inventory. The Maintenance Contractor shall track failed components and package them for shipping back to the vendor.
   a) Maintenance records for each vehicle, which provide the following information at a minimum:
      1) Make, model, and model year.
      2) Vehicle Identification Number (VIN) and the ATL fleet number
      3) The ATL ID number and serial number of installed ATL equipment (if the component is serialized). This includes, but is not limited to, fare collection equipment components, communications equipment, and other items as required.
      4) Major component serial numbers, such as engine, transmission, radiator, etc.
      5) License number.
      6) Date the vehicle was received.
      7) In-service date with Contractor.
      8) Life miles.
      9) All vehicle repairs (corrective maintenance), with work orders that support the repair, parts cost, and labor cost. Work orders must be signed by the technician performing the repair, whether the technician is in-house or a third-party contractor.
      10) All preventative maintenance actions, including inspections, with work orders that support the repair, parts cost, and the technician must sign the labor cost to perform the repair, whether the technician is in-house or a third-party contractor.
      11) Rebuilds and major component replacements, including date and life miles at time of replacement/rebuild and major component serial number if serialized. All major repairs, including replacement or rebuild of critical components must be approved in advance by the ATL.
      12) Removed and replacement parts (and their serial numbers), labor, and all other costs shall be entered into the system.
      13) All subcontracted repairs, including subcontractor name, materials, and labor, shall be entered into the system.
      14) All warranty repairs, including repairs, services, or retrofits performed by the Contractor, warranty provider, component, or vehicle manufacturer, including the name of the service provider, materials, and labor, shall be entered into the system.
      15) Warranty repairs, specifying the nature of the warranty repair (parts, parts and labor, labor only, cash payment).
      16) Preventive maintenance inspection (PMI) reports.

17) Driver Vehicle Inspection Report (DVIR).
18) Tire data, including date of installation, position on the vehicle, and tire-pressure monitoring system (TPMS) identification number if applicable.
19) Oil and transmission fluid analysis records for the designated intervals, by vehicle number, with life-to-date miles at the time of the sample.
20) Fuel, DEF, engine oil, transmission oil, and coolant daily usage.
21) Mileage to be identified on all work orders and daily fuel and service reports.
22) Failures/Road call information
23) Audit trail for work order (WO) to include at a minimum but not limited to, name, date, and time of the person who initiated the WO; name, date, and time of technician(s) working on the vehicle: and name, date and time of the person who closed out the WO.

3) All data required to support the State of Good Repair (SGR) database to ensure compliance with federal requirements, including but not limited to date, Revenue Vehicle, subsystem, failure code (type of failure, specific components replaced), type of maintenance (PM, CM), etc. The Contractor shall be required to provide a glossary of all codes and their definitions used to record data to the ATL.
4) The Contractor shall maintain the Preventive Maintenance Inspection reports and the oil and fluid analysis records as permanent entries into the vehicle history. The Contractor shall maintain the Driver Vehicle Inspection Report (DVIR) for a minimum of three (3) years unless they are in electronic format. If they are kept electronically, they shall become a permanent part of the vehicle's history. If manually produced, certain DVIRs may be required to be maintained for more than three years, with notice given by the ATL, or at the Contractor's discretion, pending incident resolution or litigation.
5) In the event vehicles are retired or removed from service, all vehicle records shall be stored and provided to the ATL.

The Contractor is responsible for coordination and any costs associated with implementation and connection with the ATL's EAM system and it must be fully operational on the Contract service start date.

5.4.2.1.2 Fueling Revenue Vehicles

1) The Contractor shall be responsible for monitoring storage tank reports, including diesel fuel levels, interstitial leaks, water intrusion, etc. Any fuel-related services (i.e., fuel polishing, etc.) to correct fuel problems will be the responsibility of the Contractor. This applies to both North and South Operations Facilities.
2) Fuel for the Xpress fleet at the North Facility is provided by the Contractor and is passed through as an expense to be included on ATL invoices. The Contractor shall only invoice for fuel and DEF used when it has been dispensed into a vehicle.

3) ATL shall provide diesel fuel for Revenue Vehicles only at the South Facility through a statewide contract. The Contractor shall be responsible for monitoring fuel tank levels and processing fuel orders directly with the fuel provider. The fuel provider shall invoice ATL directly for the fuel delivered. The Contractor shall ensure that all fuel orders are placed in a timely manner so as to prevent any interruption of service due to fuel depletion. ATL currently utilizes the FuelMaster system at the South Facility.
4) The Contractor shall ensure that all assigned vehicles are fueled each day after Revenue Service. The Contractor shall maintain accurate mileage and fuel dispensed records for each vehicle fueled and shall include those items in the permanent vehicle record on a daily basis. Before Contract start-up, ATL will outline all operating, administrative, and accounting procedures that the selected Contractor must follow related to vehicle fueling. The Contractor will be required to utilize and provide reports from the North and South automated fueling systems. Currently, the FuelMaster system is being utilized at the North and South Facilities; however, the systems are completely separate from each other and do not share common data.
5) The Contractor shall be responsible for procuring diesel exhaust fluid (DEF) for both the North and South Facilities. The Contractor shall include the consumed DEF expenses for assigned Revenue Vehicles as part of the normal monthly invoicing for service to ATL. The DEF expense portion of the invoicing shall provide the number of gallons dispensed, average monthly unit price and DEF expense.
6) Note that the Contractor will maintain adequate diesel fuel and DEF supply inventories to meet actual fuel consumption.

5.4.2.1.3 Vehicle Emissions Control Programs

1) The Contractor shall perform and certify such equipment tests required to meet EPA, and other local, State, and federal requirements related to exhaust smoke and engine emissions. This requirement applies to the diesel fleet.

5.4.2.1.3.1 Electric Vehicles

1) The Contractor is responsible for all tools and PPE required for repair and maintenance of the 10 electric coaches and for ensuring that only trained technicians work on electric vehicles.
2) The Contractor is responsible for the charging of the electric fleet to maintain a state of charge (SOC) to operate revenue service in the AM and PM.
3) Idling time will be limited to what is required for diagnostic and revenue service pullout.
4) The Contractor shall not leave any vehicles unattended on the charger overnight due to the increased risk of fire and property damage.
5) A complete operational list is included in the Fleet Plan (Attachment 9).

5.4.2.2 Non-Revenue Vehicles

1) The ATL will provide the two (2) Non-revenue Service Trucks. If the ATL service trucks become inoperative, the Contractor is responsible for providing a replacement truck that has the same capabilities as the ATL service trucks. ATL retains the retired trucks, and the Contractor retains the replacement trucks.
2) The Contractor is responsible for ensuring routine preventive maintenance and repairs are consistently performed on the ATL Non-revenue Service Trucks and completed according to manufacturer-recommended guidelines by an OEM-authorized dealer.
3) The two (2) Non-revenue Service Trucks will have valid vehicle registration and permanent license plates provided by ATL.
4) The Contractor must provide all other non-revenue vehicles, such as those needed for supervisors, Operator relief, and maintenance for the North and South Facilities.
5) The Contractor will furnish, provide, and maintain all necessary support vehicles to ensure field supervision mobility, Revenue Vehicle Operator relief capability, and road call maintenance.
6) The Contractor shall ensure all road support vehicles are stocked with spill kits, basic first aid kits, and fire extinguishers.
7) The Contractor shall procure and install in all their Non-revenue Vehicles, communications devices compatible with current ATL Xpress radio equipment systems that will allow for timely and efficient dispatch, coordination, radio communication between service/support vehicles and Revenue Vehicles, and response to necessary service/incident calls.
8) Hand-held mobile units shall be provided for all field supervisors and other personnel as needed at the Contractor's expense to provide communication with dispatch and customer service regarding on-time performance and other daily operational issues.
9) The Contractor shall pay for the fuel used for Contractor support vehicles, i.e., supervisor vehicles and maintenance service vehicles (including the two (2) Non-revenue service trucks provided by ATL at the beginning of this Contract and all Contractor supplied vehicles).
10) The Contractor shall not dispense diesel fuel or DEF at the North or South Facilities into non-revenue equipment.

5.4.2.3 Additional Fleet Equipment

1) The Contractor is responsible for maintaining the following equipment on ATL Revenue Vehicles.
   a) Bike Racks – Sports Works, Apex 2 with 10-second mount on the 2000 series units
2) The Contractor is responsible for maintaining the Sports Works model DL-2 Bike Racks on all the 1900 series buses. The contractor cannot change the bike rack manufacturer without ATL's consent.

5.4.2.4 Vehicle Maintenance Plan

1) The Contractor shall be required to submit a final draft of the Contractor's Vehicle Maintenance Plan and receive approval by ATL of the Vehicle Maintenance Plan 30 Days before the Contract service start. The Contractor's plan shall be in accordance with the ATL Fleet, Facilities, and TAM plans (attached).
    a) The Contractor's Vehicle Maintenance Plan should outline how the Contractor will maintain vehicles, vehicle-related equipment, furnishings, and accessories required in connection with the operation of the ATL Xpress transit system in accordance with the ATL Xpress Fleet Plan and OEM requirements. It must include how the plan will interact with the Quality and Safety plans. It must include a proactive Preventive Maintenance Program for each MCI vehicle type (EV, low-floor, D4500).
    b) The plan should specify how the Contractor shall maintain an inventory of parts for Revenue Vehicle and equipment maintenance and ensure that the quantities needed for Revenue Service are always available.
    c) The plan shall detail the staffing levels required.
    d) The plan must include information about the Preventive Maintenance Program (OEM or Approved Equal per manufacturer guidelines), and it must meet FTA SGR requirements and standards, and ATL's Fleet and Facility Maintenance Plans requirements.
    e) The plan must identify Key Personnel and shall detail how the plan is aligned with the ATL Xpress Fleet Plan and the Federal Transit Administration's (FTA) State of Good Repair (SGR) requirement and standards.
    f) The plan must not reassign responsibility for work to any other person, firm, or corporation. The Contractor may subcontract work, but final responsibility for the vehicle's appearance, condition, quality of repairs, and repair expediency remains solely with the Contractor.
    g) The plan must outline the preventive maintenance process for servicing vehicles, highlighting how it will reduce the likelihood of vehicle breakdowns during operation.
    h) The Plan must provide for documentation of standard maintenance procedures.
    i) The Plan must detail the Contractor's revenue vehicle cleaning, fueling, charging, service, and maintenance program.
    j) The plan must identify how the Contractor shall ensure proper disposal of hazardous and non-hazardous waste following the EPA, Georgia, and local requirements. In addition, the plan shall have a spill response plan. The Contractor shall be responsible for maintaining supplies in the spill kits.
2) As conditions change during the life of the Contract, the Contractor is required to develop revisions to this plan to ensure the delivery of quality transit service.

3) The Contractor shall also provide ATL with policies and procedures that govern the Contractor's methods of management and operation. ATL reserves the right, given cause, to reject management and operational procedures.

5.4.2.5 Warranty

1) The Contractor, upon request, will submit a Warranty Recovery Program for revenue vehicles and all new revenue vehicles, their components, and/or any additional vehicles or components upon request. The selected Contractor's maintenance personnel and/or subcontractors shall have knowledge of all necessary warranty reimbursements to ensure warranty repairs are recovered. Contractor may not selectively forfeit warranty recovery, as this is an FTA requirement.
2) At the end of each month, the selected Contractor shall prepare reports for ATL, to be delivered not later than the fifth (5th) day of the following month, that contain the following information individually for the manufacturer, vendor, supplier, warranty provider, and facility warranty claim status:
   a) Number of warranty claims submitted.
   b) Number of warranty claims approved.
   c) Number of warranty claims denied and the reason for denial.
   d) Total cash payments received.
   e) Total parts (in kind) dollar amount for parts replaced under warranty.
   f) Total labor dollars received for warranty claims.
   g) Total labor claimed for in-house warranty repairs.
   h) Total parts cost for parts provided for in-house warranty repairs.
   i) Filing and tracking status of warranty claims.
3) It is imperative that all warranty repairs be entered into the Contractor's MMIS and CMMS as work orders, including all parts, information, and labor entries. ATL must be able to run specific, detailed warranty reports on its systems.
   a) All vehicle warranty repairs, services, or retrofits performed by the Contractor, warranty provider, component, or vehicle manufacturer, including the name of the service provider, materials, and labor.
   b) All vehicle warranty repairs shall be designated as warranty repairs, specifying the nature of the warranty repair (part, labor, and/or sublet).
4) The Contractor shall be responsible for all warranty work on ATL Xpress vehicles and for administering all warranty paperwork with the manufacturer. The Contractor shall obtain manufacturer authorization to perform warranty maintenance or transport vehicles to an authorized warranty service provider. All warranty work must conform to OEM standards and comply with warranty terms and conditions.

5) The Contractor shall adhere to all warranty provisions of pre-existing ATL Xpress procurement, vehicle, and/or component warranties. Warranty reimbursement requirements may be subject to change during the term of this agreement.
6) The Contractor shall be responsible, if required, for all warranty-related transportation to an authorized repair center.
7) Vehicles must be serviced in accordance with the OEM guidelines to maintain their warranty and extended warranties.
8) MCI D45 CRT LE CHARGE Warranty (Only bus currently under warranty)

	Years	**Mileage**
Base Bus	2	Unlimited
Base Bus #2303	2.5	Unlimited
Propulsion System	6	250,000
Energy Storage	12	Unlimited
Evaporator Motor	4.5	500,000
Air Bellows	2	200,000
House Batteries	1	Unlimited
Pinion Seals	1	50,000
Radius Rod Bushing	1	50,000
Shocks and bushings	1	50,000
Swaybar Links	1	50,000
Tires	2	24,000
Towing	0.5	50,000
Wheel Alignment	2	25,000
Wheel Seals	1	50,000
On-site Support	2	Unlimited

5.4.2.6 Vehicle Preventive Maintenance Program

1) An effective Vehicle Preventive Maintenance Program is essential to the performance of this Contract. The assigned commuter bus Revenue Vehicles in service shall be safe for operation on public streets and freeways and meet all requirements in the federal and state motor vehicle safety standards. If a regulatory agency revokes the permits to operate the vehicles in

this service as a result of unsatisfactory inspection, the vehicles shall not be put into operation.

2) The Contractor can use only Original Equipment Manufacturer (OEM) or OEM-approved parts and supplies, or ATL-approved equivalents, shall be used. The Contractor shall ensure that all tasks performed maintain the vehicle's OEM or ATL revised configuration. This includes, but is not limited to, the wiring configuration and clamping, power and drive train components, air and brake systems, and body assembly. No variation or vehicle system modifications will be allowed without written authorization from ATL.
3) The Contractor shall develop and submit a proactive Preventive Maintenance Program for each vehicle type, farebox type, and technology system. At a minimum, the Program shall adhere to the industry and manufacturer's preventive maintenance schedules, standards, and shall be sufficient to not invalidate or lessen warranty coverage of any assigned transit vehicle or component.
4) The Contractor will propose a Preventive Maintenance Program utilizing fixed-point intervals, including levels of inspections and the type of inspections and/or components serviced at each interval for ATL approval.
5) The Preventive Maintenance Program at a minimum shall include/address:
    a) Accessories
    b) Air systems
    c) Axles
    d) Body damage
    e) Brakes
    f) Charge air cooler systems
    g) Cooling systems
    h) Destination signs
    i) Electric and hybrid drive system components (including drive unit, coolers, batteries, etc.)
    j) Electrical systems
    k) Emergency egress
    l) Emergency hatches and doors
    m) Emergency lighting
    n) Engine/transmission
    o) Fire suppression system
    p) Fuel tanks and related valve/vent systems
    q) HVAC systems
    r) Hydraulic systems
    s) Lighting (interior and exterior)
    t) Push-out windows
    u) Safety equipment

v) Seating
w) Steering
x) Suspension
y) Wheelchair lifts, ramps, and revenue vehicle kneeling features

6) The Contractor shall clean the radiator, engine, battery, air conditioning components, and lift compartments in accordance with the manufacturer's recommended maintenance intervals, or more frequently as needed.
7) The Contractor shall submit updated Preventive Maintenance plans for existing vehicles with new or updated technology, and for new fleet additions, in accordance with OEM requirements, for ATL review and approval.
8) The Contractor shall use the severe service guidelines, rather than normal service, when the manufacturer provides two service categories, to establish the Preventive Maintenance Program. ATL shall monitor all preventive and scheduled maintenance, including, but not limited to, vehicle PM inspections, brake inspections, interior cleaning, upholstery shampoo, and climate control inspections and servicing.
9) The Contractor shall not defer maintenance on vehicles requiring repair following a preventive maintenance inspection. All items identified as requiring repair during normal operations shall be repaired in a prompt and efficient manner consistent with the ATL Fleet Plan (not to exceed five (5) Days).
10) The Contractor shall not place into service vehicles with identified safety defects or vehicles that have not had items identified during the preventive maintenance inspection repaired. Vehicle safety violations identified by ATL, or their designee, shall require the vehicle to be placed out of service until satisfactory repairs are completed. Adherence to Preventive Maintenance Inspection (PMI) schedules shall not be regarded as a reasonable cause for deferred maintenance in specific instances where the selected Contractor's employees observe that maintenance is needed in advance of said PMI schedule.
11) The Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of ATL.
12) The PMIs and running repairs shall receive priority in the use of the Contractor's maintenance resources. The Contractor shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by ATL. The Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet ATL's maintenance requirements.
13) The Contractor shall assist staff in obtaining certifications from various OEMs or sub-tier suppliers. (Examples are Cummins or Detroit Diesel engine certifications, Allison transmission certifications, Carrier or Thermo King HVAC certifications, MACS Section 608 and/or 609

certifications, electronic troubleshooting certifications, air brake OEM course certifications: MCI, Gillig, Eldorado, etc.).

5.4.2.6.1 Vehicle Preventive Maintenance Inspections (PMI)

1) The Contractor shall maintain stated fixed-point intervals between vehicle inspections.
2) Any vehicle PMI inspection completed more than ten percent (10%) before its PMI fixed point interval mileage is considered "EARLY," and completed more than ten percent (10%) past its PMI fixed point mileage interval is considered "LATE." For PMIs scheduled every 6000 miles, the PMI must be completed between 5400 and 6600 miles to be considered "on time."
3) Any vehicle PMI inspection completed more than fifteen percent (15%) before or after the PMI fixed point interval mileage shall be considered "MISSED." For example, for PMIs scheduled every 6000 miles, a PMI completed before 5100 or after 6900 miles shall be considered "MISSED."
4) Any incomplete vehicle inspection shall be considered as "MISSED."
5) The Contractor shall report any "LATE" or "MISSED" vehicle PMIs in the monthly report, along with a detailed explanation as to why the PMI was either "LATE" or "MISSED" and a corrective action plan.

5.4.2.6.2 Mechanical Maintenance Program

1) The Contractor's Mechanical Maintenance Program shall be in strict conformity to the selected Contractor's approved Preventive Maintenance Program, in accord with any OEM Specifications and Requirements, the ATL Fleet Maintenance Plan, SGR, TAM, and applicable requirements of any federal, State, or local statute or requirement. The asset must fully operate and perform its designed function and not pose a known unacceptable safety risk.
2) All parts, materials, tires, lubricants, fluids, oils, and procedures used by the Contractor on all assigned transit Revenue Vehicles and installed on-board equipment shall meet or exceed OEM Specifications and requirements. All parts installed on all assigned transit Revenue Vehicles and equipment shall become property of the ATL.
3) Generally, the selected Contractor's Maintenance Program shall include the following:
    a) All wheelchair lifts, ramps, w/c restraint systems, seat tracks, revenue vehicle kneeling, and related equipment must meet all ADA, federal, state, and local requirements. All wheelchair lifts, ramps, Revenue Vehicle kneeling, and related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that wheelchair lifts, kneeling features, and ramps are safe and fully operational before and during use in Revenue Service. Operator pre-trip inspections must be utilized to check lift/ramp operation before pull-out from the garage. If the lift/ramp is inoperable at the time of pull-out, the Revenue Vehicle must be repaired or traded before leaving for Revenue Service.

When a lift/ramp is discovered to be inoperative, the Contractor must take the vehicle out of service. Repairs must be made before the vehicle is used in the Revenue Service.

b) Brake inspections shall be performed at intervals that ensure the safe and efficient operation of the braking system, per the manufacturer's specifications. The Contractor shall utilize an approved brake lining gauge to measure brake lining wear. Revenue Vehicle air disc brakes shall be inspected per APTA and OEM brake inspection recommended practices. Brake repairs shall be completed to the following standards:
c) Brake components must meet the brake manufacturer's specifications.
d) Brake system components shall be replaced in sets on an axle. For example, a non-functional right rear caliper would require replacing the right and left rear calipers. Left and right brake sets on an axle shall be replaced at the same time.
e) Vehicle OEM friction material shall be used unless the ATL has approved a tested friction material for use.
f) Wheel seals shall be replaced, and wheel bearings shall be inspected on every brake job.
g) The Contractor shall conduct Brake performance testing following all brake system maintenance and repairs, as part of all PMI inspections, and as part of Operator brake system complaint diagnosis. All personnel performing the brake performance testing shall be properly trained on the equipment being used, including how to operate the equipment and analyze test results. All vehicles must pass the brake performance test before returning to service.

4) The Contractor shall maintain all service, parking, and emergency brakes, as well as ABS and ATC systems, to ensure compliance with all federal, state, and local regulations.
   a) The Contractor shall treat all brake- and ABS/ATC-related faults as safety items that must not be deferred.
   b) The Contractor shall maintain all vehicle bodies, appurtenances, and frames in a safe, sound, and undamaged condition at all times.
   c) The Contractor shall replace cradle motor and transmission mounts in pairs.
   d) The Contractor shall repair body damage, including appurtenances, within 21 days of occurrence.
   e) The Contractor shall maintain all fluid and hydraulic systems in a safe and fully functional condition.
   f) The Contractor shall monitor and repair leaks, defined as Class I (dampness), Class II (fluid on fitting/joint), and Class III (≥1 drop/minute), repairing Class II and III leaks immediately.
   g) The Contractor shall maintain all air systems, including warning lights and signals, per vehicle OEM and FMVSS 121 requirements.
   h) The Contractor shall service air dryers per OEM requirements.
   i) The Contractor shall perform all air system tests at PMIs.

j) The Contractor shall ensure revenue vehicles pass all air system tests before returning to service.
k) The Contractor shall not use alcohol or alcohol-based products in air systems.
l) The Contractor shall inspect, maintain, and repair all steering and suspension components, including springs, shock absorbers, airbags, leveling valves, kneeling system components, air leveling control systems, tie rods, drag links, steering angle and gear boxes, and axle beams, per OEM requirements.
m) The Contractor shall inspect and maintain the entire cooling system.
n) The Contractor shall clean radiators and charge-air coolers regularly.
o) The Contractor shall use only high-quality stainless-steel clamps on cooling system components.
p) The Contractor shall inspect and replace rubber and silicone hoses and clamps as required.
q) The Contractor shall re-core or replace radiators at engine replacement or as necessary.
r) The Contractor shall inspect engine exhaust systems for leaks and tightness.
s) The Contractor shall ensure passenger compartments are free of engine or exhaust fumes.
t) The Contractor shall maintain all vehicle emissions systems per OEM, federal, state, and local requirements.
u) The Contractor shall clean diesel exhaust filters at appropriate intervals.
v) The Contractor shall investigate exhaust filter failures to determine root cause and implement corrective actions.
w) The Contractor shall maintain engines, transmissions, and electric drive units per OEM requirements.
x) The Contractor shall identify and repair all fluid leaks, emissions, and drivability issues.
y) The Contractor shall maintain engines to meet state, local, and regional emissions standards.
z) The Contractor shall service, inspect, and monitor electric drive and battery systems to ensure adequate component availability and avoid long lead times.
aa) The Contractor shall maintain HVAC systems to ensure passenger compartment comfort year-round.
bb) The Contractor shall maintain air conditioning from March 1 through October 31 and heating from November 1 through February 28, ensuring heater hose valves remain open year-round.
cc) The Contractor shall perform semi-annual HVAC preventative maintenance inspections.
dd) The Contractor shall maintain seats and interiors in proper operating condition.
ee) The Contractor shall clean or repair all rips, tears, cuts, gum, graffiti, or other damage immediately.

ff) The Contractor shall replace seat covers or cushions that cannot be professionally repaired with matching materials within three (3) days.
gg) The Contractor shall remove revenue vehicles contaminated with bodily fluids from service until properly cleaned.
hh) The Contractor shall repair all broken, loose, or worn interior components, including stanchions, handholds, latches, lights, covers, and flooring.
ii) The Contractor shall replace windows with offensive graffiti immediately.
jj) The Contractor shall repair or replace broken, cracked, distorted, or clouded glass within 24 hours.
kk) The Contractor shall keep vehicles with cracked or broken windows out of service until repaired.
ll) The Contractor shall maintain windshield wipers, washer systems, and mirrors in proper operating condition at all times.
mm) The Contractor shall maintain bicycle racks in proper operating condition.
nn) The Contractor shall replace bent, broken, or inoperable bicycle rack components, including warning systems.
oo) The Contractor shall maintain the painted/powder-coated finish on all components, including rust and corrosion abatement.

5.4.2.7 Unscheduled Maintenance

1) The ATL's Contractor shall manage and prioritize unscheduled repairs in a manner that supports optimal vehicle availability. The Contractor is responsible for completing Pre-Trip inspections and forwarding Vehicle Defect Reports to Maintenance for action. Maintenance shall have a system to inspect, repair, and return to service vehicles that have been identified with defects.

5.4.2.8 Predictive Maintenance

2) The Contractor shall be proactive in assessing components for possible predictive maintenance to maintain the ATL fleet. Predictive maintenance practices include detailed inspection of failed parts/components, reviewing components that are performing in a substandard fashion or are failing prematurely, and communicating with the ATL management team on issues that Maintenance sees are affecting the fleet that are deemed to be unusual compared to what would be considered normal preventive/corrective maintenance.

5.4.2.9 Maintenance Evaluations

1) ATL or their designee shall perform independent audits of vehicle maintenance and preventative maintenance records and component maintenance records and spot-check

vehicles and technology to ensure PMI and repairs are completed and work is performed to a satisfactory level.

2) The Contractor shall allow ATL access to the Contractor's facilities and records to monitor the Contractor's maintenance performance as ATL deems necessary. ATL may perform or use independent consultants to perform regular, unannounced maintenance inspections of vehicles and equipment maintained by the Contractor, which are used in this Contract to determine the Contractor's maintenance performance. With the assistance of the Contractor's help ATL shall be permitted to view and copy any vehicle maintenance records, inspect vehicles and equipment, and request Contractor to provide space to inspect vehicles, and personnel to lift the vehicle up for undercarriage inspections, and to drive vehicles as is necessary to evaluate the condition of vehicles and equipment used in the performance of the Contract. ATL shall make every effort not to disrupt the Contractor's normal routine or work functions during announced or unannounced inspections.

5.4.2.9.1 Out of Service Designation

1) The ATL Xpress uses the Commercial Vehicle Safety Alliance (CVSA) North American Standard Criteria, which identifies critical vehicle inspection items and details the criteria that can prohibit a motor carrier or driver from operating a commercial motor vehicle for a specified period or until the condition is corrected. These regulations ensure that commercial motor vehicles and drivers operating on North America's roadways are safe and compliant.
2) Out of Service Designation shall include, but not be limited to:
   a) Tires with air pressure below 20% of the recommended pressure or a non-functioning Tire Pressure Monitoring System
   b) Tires with less than 4/32" tread depth
   c) Inoperative emergency exits/doors/windows
   d) Inoperative communications devices (CAD/AVL, Radio, Cameras, Farebox) unless authorization is given by ATL
   e) Inoperative, expired, or missing safety equipment
   f) Revenue vehicle seats and interior components contaminated with bodily fluids
   g) ADA Wheelchair lift, ramp, and kneeling features inoperable for any reason
   h) ADA Wheelchair tie downs, locks, or seat sliders are inoperable for any reason
   i) Inoperative PA system
   j) Non-functioning HVAC
   k) Leaking and/or cracked hydraulic lines; oil lines, coolant lines, or fittings, seals, or joints with either a Class II or Class III leak, as outlined; unsecured wiring harnesses, and harnesses or hoses and lines that are rubbing or chafing
   l) Inoperative brakes on any wheel
   m) Inoperative or expired automatic fire suppression system

n) Any condition not in compliance with applicable federal or State Regulations
o) An active ABS warning indicator lamp
p) An active MIL warning indicator lamp
q) Reduced range indicator lamp

3) Vehicle shall continue to have the "Out of Service" designation until it is brought into compliance.
4) The Contractor shall establish a lockout/tagout procedure to clearly mark out-of-service vehicles and prevent them from being placed in service. The Contractor shall enter new out-of-service designations into the maintenance management system as they occur. In the event of conflicting out-of-service requirements between CVSA and the ATL, the more stringent requirement shall prevail.

5.4.2.10 Oil and Fluid Analysis

1) The Contractor must develop and implement a laboratory engine oil, transmission fluid, differential oil, and coolant analysis program and submit it for ATL approval. The Contractor shall review all oil and fluid analysis reports upon receipt and take proactive measures to repair or remedy anomalies noted in the reports. The Contractor shall provide to the ATL a monthly oil and fluid analysis report due by the fifth (5th) Day of the following month. The report shall contain copies of all oil and fluid sample analysis reports, the number of samples taken, the number of discrepancies noted, and the corrective action taken for each discrepancy identified. Oil and fluid samples will be tested at the following intervals:
   a) Engine oil – every 6,000 miles as part of the PMI
   b) Transmission oil – every 48,000 miles as part of the PMI
   c) Differential oil – every 30,000 miles as part of the PMI
   d) Coolant Engine or Battery Thermal Management System (BTMS) – every 6,000 miles as part of the PMI
   e) Deliveries of fluids from the supplier
   f) Oil testing, analysis, and evaluation shall be performed at an ISO 17025: 2017 facility by appropriately trained technicians, and at a minimum, shall test for the following, as applicable for the oil or fluid being analyzed:
      1) Metals Analysis, including wear, contaminants, and additive metals
      2) Viscosity at 100 degrees Celsius
      3) Viscosity at 40 degrees Celsius
      4) FTIR
      5) Water
      6) Base Number (TBN)
      7) Acid Number (TAN)
      8) Particle count (ISO Cleanliness Code)

9) Direct Reading Coolant Tester

2) Coolant testing analysis and evaluation shall be performed at an ISO 17025: 2017 facility by appropriately trained technicians, and at a minimum shall test for pH levels, sulfate and chloride, freeze point, hardness, iron, lead, and aluminum, silicates, etc.
3) The Contractor shall provide sampling equipment, sampling procedures, and sampling training as approved by the ISO certified testing facility to all staff responsible for handling and taking oil and fluid samples.

5.4.2.11 Tires

1) The Contractor shall be responsible for providing tires for all Revenue Vehicles without additional cost to ATL. The tire manufacturer must be approved by ATL. Once installed on ATL wheels, the tires on the vehicles will be owned by ATL and will remain ATL's property at the termination of the Contract. All vehicles shall be maintained with a full set of tires (including a spare tire if originally equipped) for each vehicle.
2) Tire pressure shall be maintained in accordance with the OEM or tire manufacturer's recommendation and shall be checked at a minimum on a weekly basis. Tire pressure shall be checked on a minimum of 20% sample of the Revenue Vehicles daily.
3) Tires shall always be matched (by brand, size, and tread pattern) on each axle. Tires shall meet the Revenue Vehicle manufacturer's load requirements. Tires shall not vary more than 3/32" between inner and outer tires and not more than 4/32" between curbside and roadside. Tires worn below 4/32" shall be replaced or the vehicle placed out of service.
4) Any tire replaced must have lug nuts re-torqued, and flag indicators installed.
5) Revenue vehicles originally equipped with low-rolling-resistance tires shall only have tires replaced with low-rolling-resistance tires that are OEM-approved.
6) Recap, retread, and/or re-grooved tires shall not be permitted on any Revenue Vehicle.
7) Revenue vehicles are equipped with Tire Pressure Monitoring Systems (TPMS) and shall only have tires replaced with the appropriate sensor-equipped wheels and tire assemblies. The selected Contractor shall maintain and keep the TPMS systems fully operational. ATL currently utilizes the Bendix SmarTire TPMS system.
8) The steering axle tires can only be replaced with new tires. Tires removed from the steering axle may be used on either the tag or drive axle if they are undamaged and have sufficient tread wear remaining.
9) Wheels shall be inspected as tires are removed and replaced. Polished wheels must have clean, polished surfaces exposed to the public. The selected Contractor shall be responsible, at their own expense, for the replacement of wheels with like wheels when the wheels are found to be damaged. Tires may not be removed for reuse on other vehicles from new vehicles that are stored awaiting service or from damaged vehicles unless approved in writing by ATL. All wheels, including rear wheels, shall be balanced.

10) The Contractor shall bear the expense of tire disposal.
11) The Contractor must replace tires or wheel components as needed.
12) All wheels on the vehicle must be balanced, including the rear wheels.

5.4.2.12 Vehicle Damage

1) The Contractor is responsible for all body repair, painting, and decal replacement due to accident, incident, wear, weathering, tree, and debris strikes, sign scrapes, vandalism, and any other incident not caused by an accident, or if determined to be necessary by ATL. The ATL has the right to reject any repairs that are unacceptable or inferior in quality.
2) ATL shall approve any sublet vendors used to repair Revenue Vehicle damage.
3) The Contractor shall repair all Revenue Vehicle damage that occurs through the performance of the Contract. All sublet repairs shall be performed by competent repair facilities qualified to restore the damaged vehicle to its original configuration, appearance, and structural integrity.
4) ATL requires body-damaged vehicle repairs to be scheduled within fifteen (15) days or apply for a waiver within fifteen (15) days.
5) If the Revenue Vehicles are damaged due to neglect of maintenance, poor workmanship, or inappropriate repairs by the Contractor, ATL retains the right to have the vehicle(s) repaired by its company of choice and subsequently invoice the Contractor for the cost of repairs or deduct the invoice amount from current monies owed to the Contractor.

5.4.2.13 Road Calls

1) The Contractor shall provide a road call procedure.
2) The Contractor shall be responsible for towing and road call services and may fulfill these services through contractual agreements or in-house resources, at the Contractor's discretion.
3) The Contractor shall make all necessary arrangements to ensure towing and road call services are available when needed.
4) The Contractor shall ensure that maintenance and central dispatch respond promptly when an ATL Revenue Vehicle on the road is unable to continue in service.
5) The Contractor shall prioritize responses to failed vehicles to reduce the risk of injury, minimize disruption to Xpress service, provide the best possible customer service under the circumstances, and minimize damage to equipment.
6) The Contractor is responsible for the safety of a failed vehicle until the arrival of either the towing contractor or the Maintenance Contractor. Ensuring the safe operation of the ATL's vehicles is the responsibility of the Contractor.
7) The Contractor shall ensure that in the event a vehicle replacement is required during service, the Garage Supervisor and Operator coordinate to identify a safe and appropriate location for

passenger transfer. The Contractor shall ensure passengers are reminded to take personal belongings and exit the bus in an orderly manner. The Operator shall conduct a headcount before transfer. Passengers shall remain on the original bus until the replacement vehicle is in position. The Contractor shall ensure passengers board the replacement bus promptly and safely, and the Operator shall conduct a final headcount to confirm no passengers are left behind. All transfers shall prioritize passenger safety, efficiency, and minimal service disruption.

8) The Contractor's Maintenance Personnel shall have a thorough knowledge of road call procedures, including safety, radio communication, and roadside repair protocol.
9) The Contractor must coordinate Road Call response on Managed Lanes with GDOT HERO.
10) If a bus is taken out of service/swapped (regardless of how it gets back to the yard) and maintenance is called out, it is a road call. If the road call is due to tire issues, weather, or other issues outside of the contractor's control, no LDs will be assessed.

5.4.2.13.1 Repeat Road Calls

1) The service providers are responsible for tracking road calls, and if a vehicle experiences a road call for the same reported issue two (2) times in a fourteen (14) day period, the vehicle must be removed and held from service until a thorough investigation is completed. Before returning the vehicle to service, the service provider must submit a written explanation of the root cause of failure and the associated repairs made. The ATL reserves the right to review the report and require additional investigation, including the immediate removal of the vehicle from revenue service. See ATL Xpress Fleet Maintenance Plan for more details *(*Attachment 9)

5.4.2.13.2 Miles Between Road Calls

1) The Miles Between Road Calls (MBRC) is a key performance indicator (KPI) used to characterize the customer experience and gauge the maintenance shop's impact on the customer experience.
   a) The MBRC KPI is used for the calculation of incentives and penalties. The calculation of this metric only considers mechanical failures; however, all road calls are tracked to identify trends that indicate failures that can be prevented.
   b) Non-mechanical road calls are not included in the MBRC metric; however, in all cases, the exclusion of any road call from being included in the MBRC metric requires that all scheduled maintenance on the system has taken place, and the failure is the result of something outside of the control of the shop.
2) The Contractor will track for reliability the Miles Between Failures (MBRC) and used as an evaluation of maintenance. As a system, it must achieve a minimum of 30,000 miles between failures. For the calculation of LDs, concerning the ATL Xpress service, the mileage, and failures at the two locations will be added together.

5.4.2.14 Parts Inventory

1) The Contractor shall provide all parts and materials required to maintain all Revenue Vehicles. These parts and materials include, but are not limited to, parts for scheduled and unscheduled repair, preventive maintenance inspections, maintenance of HVAC, wheelchair lift, and related equipment, destination signs, fareboxes, CAD/AVL systems, and all other parts required to maintain the vehicle and on-board equipment. The Contractor may use either OEM or OEM-approved equivalent aftermarket parts, with the exception of steering and braking systems. Should the Contractor propose to use after-market parts for steering and braking systems, the Contractor must receive written permission from ATL before installing the parts on the vehicle. ATL reserves the right to reject the use of any aftermarket products that may be found not to provide better or equal service as the OEM product.
2) The Contractor shall establish and maintain reasonable inventory levels to enable the timely repair of vehicles and equipment of no more than three (3) Days unless a request has been made to the ATL and the ATL has granted a waiver. No forbearance for Liquidated Damages will be given due to the inability to obtain any mechanical parts if a waiver has been granted in advance. Both body and mechanical parts forbearance will be considered on a case-by-case basis. The Contractor-supplied parts inventory shall remain the property of the Contractor until installed on a Revenue Vehicle. The Contractor must maintain sufficient stock levels for PMI, safety-related repairs, and mechanical repairs based on procurement lead times to prevent out-of-stock delays to repairs. Upon completion of the term of this Contract, the Succeeding Contractor, at its own discretion, may choose to purchase the inventory at a mutually agreed upon fair market price.
3) Parts inventory for Non-revenue Service Trucks Vehicles is not required, as those vehicles must be taken to the OEM dealer for repair.
4) The Contractor shall only use parts that will maintain OEM and component warranty and/or extended warranty status. ATL reserves the right to reject any part from any supplier or manufacturer at its discretion.

5.4.2.15 Tools and Equipment

1) The Contractor is responsible for all tools and equipment required to maintain the assigned transit Revenue Vehicles, except as noted in the Contract.
2) The Contractor is responsible for providing all diagnostic tools that may be required for troubleshooting all vehicle systems. These include but are not limited to the CAD/AVL systems, spill-proof sampling equipment, TPMS Bendix SmarTire equipment, Nexiq USB Link 2 Diagnostic Adapter, Cummins Inline 6 Diagnostic Adapter, Cummins Insite Software, Allison DOC Premium Software. The Contractor shall be responsible for the condition, maintenance,

software renewals, and updates for all diagnostic equipment. The Contractor is responsible for keeping all required software current and for all software renewal costs.

3) The Contractor shall be responsible for the condition, maintenance, software renewals, and updates for all ATL-owned equipment. At the end of the contract, the Contractor shall return all ATL-owned equipment to the ATL in good working condition.
4) The MCI D45 CRT LE Charge (electric) coaches require specific diagnostic and safety equipment and software other than those in number 2 above. During the warranty period, repairs may be referred to the dealer or MCI.
5) Refer to Attachment 4 for the list of shop equipment.

5.4.2.16 Towing

1) In the event that towing of any assigned Revenue Vehicle is required, the Contractor shall be responsible for providing such towing at the Contractor's sole expense. The Contractor shall make every effort to ensure that vehicles requiring a tow are towed as expeditiously as possible.
2) The Contractor shall provide a written policy and procedure regarding Vehicle Towing. The contractor shall also provide a list of selected towing providers upon request.

5.4.2.16.1 Electric Coach Towing

1) Electric coaches can be towed or flat-bedded. However, the axle half-shafts must be removed first. Towing or flat bedding without removing the axle half-shafts can damage the drive system and may cause a vehicle fire. First responders should be informed that they cannot push the vehicle out of the roadway without removing the half-shafts first.

5.4.2.17 Vehicle Cleanliness

1) The Contractor shall be responsible for maintaining the interior and exterior cleanliness of all Revenue Vehicles in order to provide a positive public image and appearance. The Contractor shall ensure the cleanliness of each vehicle scheduled for Revenue Service before the commencement of each service day. Vehicles in Revenue Service shall be free of noxious odors from cleaning products, pest control products or other such products. The Contractor will provide Safety Data Sheets (SDS) for chemicals being used during the cleaning process.
2) Vehicles used in revenue service should have their exteriors washed daily and their interiors cleaned daily, including floors swept, windows wiped down, and trash removed, after each day's use. Ceilings, dashes, walls, upholstery, stanchions, and grab rails shall be subject to detailed cleaning, as necessary. All foreign matter, such as gum, grease, dirt, and graffiti, shall be removed from interior surfaces during the interior cleaning process. Upholstery damage shall be repaired immediately upon discovery. Movable seat tracks must be cleaned daily and

kept clear of all debris to permit easy movement of seats for mobility device access and emergency deboarding for ADA passengers.

3) All graffiti, on the interior and exterior, shall be removed as soon as practical, but within twenty-four (24) hours, before the vehicle is returned to service. If the graffiti is obscene or gang-related, it shall be removed immediately, or the vehicle shall not be used in the Revenue Service until corrected.
4) Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once every six (6) months or as necessary to maintain an attractive appearance.
5) Radiator, engine, battery, air conditioning components, and lift compartments shall be cleaned in accordance with the manufacturer's recommended maintenance intervals, or more frequently as needed.
6) Vehicle seats and interiors contaminated with bodily fluids shall require the revenue vehicles to be removed from service until properly cleaned. The Contractor shall provide all employees with instructions detailing safety procedures when exposed to bodily fluids and other contaminants on Revenue Vehicles. The Contractor shall also provide all protective equipment required to clean contaminated Revenue Vehicles safely.
7) The Contractor must provide a supplies list, and ATL shall approve all cleaning supplies and products before use.
8) The Contractor will provide OSHA Safety Data Sheets (SDS) for chemicals being used during the cleaning process.
9) Contractor is responsible for all requirements listed in the ATL Fleet Maintenance Plan (Attachment 9).

5.4.2.17.1 Minor Detail Services

1) The Contractor will perform a Minor Detail on each vehicle every thirty (30) Days. The Contractor shall provide a 24-hour advance notice to the ATL regarding the scheduling of the minor detail service. Minor Clean Details will consist of all of the following items:
    a) The Contractor will ensure all wheel wells, flaps, and heavily soiled areas are clean. They will also clean the engine compartment doors, all exterior access doors, handles and latches, and any seams and joints on the exterior of the unit.
    b) The Contractor shall ensure all windows are clean, including front and side glass at the front and side destination signs and mirrors.
    c) The Contractor will clean all window tracks: No residue must be left on windows after the cleaning process is complete.
    d) The Contractor will remove all litter and trash from the interior and exterior of the vehicle.

e) The Contractor will ensure cleaning of ceilings, sidewalls (all), escape hatches, mirrors, front and rear doors, luggage/storage compartments where present, all chrome/stainless railings, movable seat tracks, and interior light lenses. Clean all air conditioning vents.
f) The Contractor will ensure all interior glass/acrylic and/or window protectors and mirrors. Any damaged or etched glass or acrylic surface is to be reported to ATL. No residue must be left after the cleaning process is complete.
g) The Contractor shall ensure the following areas are clean: flooring, Operator's area, passenger area, wheel housing, steps, and ramps/wheelchair lifts; this includes removal of all gum, candy, and other substances that have adhered to the surfaces. Using a water hose to clean the inside floors or walls is strictly prohibited, and the use of said water hose will result in the termination of the Contract.
h) The Contractor shall ensure all seat cusionsare clean and sanitized and all seat backs by brushing and vacuuming. Removal of all gum and/or local spots and stains are also required.
i) The Contractor shall ensure that the Operator compartment, switches, gauges, wipe rear-view mirror, radio area left of the Operator's seat, the dash area, and the Operator's safety barrier are all clean and clear as required.
j) The Contractor shall ensure the fare equipment is clean with an ATL approved cleaner.

2) Items are subject to change by ATL with a 48-hour notice to the Contractor.

5.4.2.17.2 Major Detail Services

1) The Contractor will perform a Major Detail on each vehicle every six (6) months on all ATL Revenue Vehicles. The Contractor shall provide a 24-hour advance notice to the ATL of the scheduling of the major detail service. Major Detail will consist of all monthly Minor Detail Services and the following items:
   a) Interior Light Fixtures: Wipe clean.
   b) Seats: All passenger seats will be cleaned within the Revenue Vehicle using upholstery-style equipment only. This will include the Operator's seat. Removal of all gum and/or local spots and stains shall be required.
   c) Surface Treatment: Armor-All or an equivalent product will be used on all seats where applicable, all black rubber, and the entire dash. The only exception to this rule is the Lexan surface of the gauges, steering wheel, and fare box. Armor-All or an equivalent product will be applied to all tires, bumpers, and fender flares. Aluminum Wheels: Clean and polish the outside of all aluminum wheels as needed.
   d) Exterior Waxing—All Revenue Vehicles must be completely cleaned to remove all oxidation, dirt, tar, stains, gums, eggs, and any other items from the exterior of the unit and waxed at least two (2) times per year. A premium wash hot wax system is acceptable. The Final product must be free of swirl marks and haze.

e) Pressure wash engine and undercarriage.

2) Required items are subject to change by ATL with a 48-hour notice to the Contractor.

5.4.2.17.3 Vehicle Cleanliness Inspections

1) ATL will conduct inspections of cleaning work performed by the service provider. The inspections must meet the following definitions of a clean Revenue Vehicle:
2) Interior:
   a) No dirt, dust, trash, stains, gum, or any kind of residue on seats, floors, side panels, walls, wheel wells, step wells, dashes, ledges, handrails, Operator's area, Operator's control, light panels, and ceiling; no graffiti on any interior surface; no dirt, stickers, residue, or graffiti on windshields or window glasses; inside mirror glass clean; no damaged advertising signs, no cut seats, no debris in moveable seat tracks; and step wells and floors clean.
3) Exterior:
   a) No dirt on the front, sides, or rear of the Revenue Vehicle; no sticky or oily residue on the front, sides, or rear of the Revenue Vehicle; no graffiti on the front, sides, or rear of the Revenue Vehicle; no dirt, stickers, residue, or graffiti on the windshields or window glass of the Revenue Vehicle; all outside mirrors clean; no soap streaking on the body or exterior glass of the Revenue Vehicle; and all wheels cleaned.
4) Items to be checked are not limited to, but should include the following:

Operators WorkStation	
• Operator’s Area	• Front Dash and Farebox
• Paddle Area	• Floor area
• Windshields Cleaned	• All dash controls
• All panels in the operator’s area (top and bottom)	• Operator’s side windows and tracks cleaned
Interior Vehicle Area	
• Kick panels	• Fender wells
• Radio box	• Area behind the radio box
• All interior windows and glass	• All interior window seals and tacks
• Grab rails	• Walls, left and right sides, upper and lower
• Ceiling	• All seats are free from gum

• All seats are free from soiling, stains, and graffiti	• All seat backs are free from markings or graffiti
• Rear step well area	• All modesty panels
• Interior light lenses	• Seat frames, upper and lower
• Rear and front standee lines	• Air Conditioner grills
• Step lights	• Emergency hatches
• Wheelchairs, tie-down areas, and equipment	• Clean and wipe down overhead bins where applicable
• Floor mopped	• Front and rear door cleaned, including seals.
• Moving seats track free from debris	• Wheelchair ramp/lift (inside and out)
Exterior Vehicle Area	
• Headlights assembly under and above the cavity	• Windshield
• Mirrors/mirror housing	• Door front and rear
• Light lenses	• Side/top marker lights
• Tail/stop lights	• License plate and holder
• Body panels	• Air intake panels
• Compartment doors	• All seams and joints are cleaned on the entire vehicle
• Fuel door	• All fender skirts
• Engine doors	• All exterior windows and glass
• All exterior light fixtures and cameras	• Check decals and their condition
• All bumpers, front/rear treated.	• Tail/brake/reverse light lens and rims cleaned, polished, and waxed.
• Window tracks and Seals	• Fender walls

5.4.2.17.4 Vehicle Pest Control

1) Vehicles shall be kept free of vermin and insects at all times. At least twice a year or immediately upon discovery of an infestation, all assigned transit Revenue Vehicles will be treated and/or exterminated to prevent infestation by ants, fleas, roaches, bed bugs, and other

insects and vermin, utilizing safe, non-hazardous and EPA approved insecticides/materials by a licensed and Integrated Pest Management (IPM) certified exterminator. The methods of control and application shall minimize exposure of the Operators, employees, customers, pets, service animals, and protected wildlife to the applied pesticides. No liquid spray or fogging will be allowed unless specifically approved by ATL. The Contractor shall identify the licensed exterminator and acquire and maintain Safety Data Sheet (SDS) information for all pesticides used. All pest control service costs shall be borne by the Contractor.

5.4.2.18 Compliance Monitoring

1) In addition to Maintenance Evaluations, the ATL will monitor the cleanliness, maintenance, wheelchair accessibility device operation, destination signs, public address system, damage condition, heating/air-conditioning operation, and maintenance reporting of all ATL vehicles operated by the Contractor. Monitoring will be accomplished by ATL, management personnel, QA Inspectors, and undercover ride monitors (mystery riders). Communications from passengers and other individuals relative to proper Revenue Vehicle maintenance will be thoroughly evaluated as to their value in establishing occurrences with this section.
2) ATL may utilize the services of an independent maintenance auditing firm to inspect a portion of the Xpress Revenue Vehicle fleet on a periodic basis. The results of these maintenance audits will be used to monitor the effectiveness of the Contractor's maintenance program and to provide a snapshot of the condition of the Contractor's vehicles and maintenance records.

5.4.2.19 Daily Vehicle Servicing

1) The Contractor shall perform daily vehicle servicing on all assigned Revenue Vehicles and equipment. For purposes of the Contract, daily Revenue Vehicle servicing shall include, but is not limited to:
   a) Fueling, including the refill of the DEF tank (as needed).
   b) Engine oil, coolant level in all reservoirs, windshield wiper fluid, hydraulic or power steering fluid, and transmission fluid check/add. Transmission can be checked electronically with the shifter pad.
   c) Tire inspection (air pressure, tread depth, and wear) (20% of the fleet per day) to ensure 100% of the fleet is checked every five (5) days.
   d) Lights and flashers check.
   e) Interior sweeping and dusting.
   f) Movable seat tracks must be cleaned and kept clear of debris to permit easy seat movement for mobility device access.
   g) Exterior and interior visual inspection.
      1) Vehicle seats and interiors contaminated with bodily fluids shall require the Revenue Vehicle to be removed from service until properly cleaned. The Contractor shall provide

all employees with instructions detailing safety procedures when exposed to bodily fluids and other contaminants on Revenue Vehicles. The Contractor shall also provide all protective equipment required to clean contaminated Revenue Vehicles safely.

h) Litter - Removal of all litter/trash from all areas in the vehicle's interior and exterior.
i) All Revenue Vehicles must have their exteriors washed at least once daily. The rear of the Revenue Vehicle must be clean and may require manual cleaning. In the event of sand and/or salt/brine use on roads, Revenue Vehicles shall be washed upon return from service before being returned to service.
j) If the bus wash bay is inoperable, the contractor must notify ATL immediately and provide an alternative solution for cleaning the revenue vehicles as required.

2) The Contractor shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for ATL review for three (3) years. If the selected Contractor uses the CMMS to generate service work orders, the work orders shall become a permanent part of the vehicle history file. Either way, fluid, and fuel amounts, by quarts and gallons, and miles shall be entered into the CMMS vehicle history record.

5.4.3 ATL Technology Systems

1) ATL Xpress will provide initial equipment and support agreements for the successful operation of technology systems provided by ATL in support of Operations.
2) The Contractor shall repair and maintain in good condition all technology equipment. The Contractor is responsible for the replacement of any equipment. All replacements made by the Contractor shall be of like size, kind, and quality to the items replaced as such items existed when originally installed and shall be subject to the ATL's approval. Proposals must detail how all Contractor responsibilities will be discharged. Attachment 4 lists the ATL-owned shop equipment.
3) The Contractor will coordinate staff training with ATL on using the systems provided.
4) The Contractor shall provide a final draft of the IT Asset Management (ITAM) plan covering all aspects of ATL technology for review and approval by the ATL no later than thirty (30) days before the contract service start date. The Contractor's ITAM plan shall include a detailed inventory of all IT assets, including hardware, software, network, software, and other licenses, cybersecurity policies, radio use policies, and technology support.

5.4.3.1 Onboard Systems

1) ATL Xpress Revenue Vehicles each have installed onboard a public address (PA) system that allows Operators to make required stop announcements, destination signs, communications systems, inverter/battery charging systems to provide power for customer electronics, and fare

systems. The Contractor shall be responsible for the maintenance and repair of electronic equipment installed on ATL Revenue Vehicles, including:

a) CAD/AVL (Fixed Route system may vary from Demand Response system)
b) Mobile routers
c) Automatic Fare Collection (AFC)
d) Automatic Passenger Counter (APC)
e) Cameras (inside and outside)
f) Two-way radios
g) On-board unit for TSP
h) Fuel Master/AIM system.
i) Farebox probing, vault pulling, and replacement.
j) Any new technology integrated by the ATL
k) Destination signs

1) ATL Revenue Vehicles currently have the Clever Devices system, which controls and interfaces with multiple systems, including the radio, farebox, CCTV, designation signs, stop request, video displays, passenger counter, and PA systems. ATL reserves the right to modify any of the aforementioned systems during the term of this contract.
3) The Contractor shall maintain all destination signs in proper operating condition at all times. Destination signs should be operable and displayed at all times when the vehicle is on the street. In the event of route changes that affect the destination sign readings, ATL will specify the change(s) in writing and provide the configuration files to the Contractor. The Contractor will reprogram the destination sign to reflect the change(s).
   a) Currently, Hanover will provide a parts-only warranty on destination signs for the life of this contract.
   b) Paper route signs are not permitted.
4) The Contractor shall supply all vehicle maintenance computers and hardware, wiring to the contractor's personal computers, cable costs, and computer software (including all vehicle diagnostic software, data links, etc.).
5) The Contractor shall maintain, troubleshoot and repair CAD/AVL systems and in-vehicle camera systems, APCs, Cameras (inside and out) – Farebox (integrated with CAD/AVL system), Radios (integrated with CAD/AVL system), Fuel Master onboard equipment/cable/identity ring, and Destination Signs.
   a) ATL provides a limited hardware/depot repair support agreement for CAD/AVL
   b) ATL leases mobile ticketing equipment, and Kontron provides repair and support.
   c) ATL will provide a warranty and support agreement for mobile routers.
   d) ATL provides a support agreement for fare collection hardware warranty repairs.
   e) ATL provides a service and hardware support agreement for radio warranty repairs.

6) The Contractor shall always maintain proper control of the radio systems. If units are found missing or non-functional, they shall be reported to the ATL and a radio vendor immediately.
   a) Currently, the radio vendor will be the party that disables any lost units.
7) The Contractor must provide electronic technicians with sufficient training and skills to remove defective equipment and install and configure the equipment for operation on board all vehicles.

5.4.3.1.1 PA Systems

1) The Contractor shall be responsible for the maintenance and repair of automated and manual PA systems.
2) ATL buses are equipped with an automated stop announcement system linked to the CAD/AVL system.
3) The manual PA system consists of a microphone, amplifier, and speakers located inside and outside the Revenue Vehicle; these systems are to be used in the event the automated system fails the manual system is to be used by Operators to make stop announcements as required by the Americans with Disabilities Act (ADA). Volume should be set on these units so that customers can easily hear the announcements about the noise of the vehicle.
4) A vehicle should not be used for revenue service if the vehicle does not have a functioning automated stop announcement system. Upon return to the maintenance facility, the automated system shall be repaired before returning to service. If the automated stop announcement system and the manual PA system are non-functioning, the Revenue Vehicle shall not be placed into service. In the event that a Revenue Vehicle must be placed in service with non-functioning equipment, prior approval is required from the ATL.
5) The manual PA system should be inspected before each pull out. If the Revenue Vehicle only has a non-functioning manual PA system, the Revenue Vehicle must not be used in service.

5.4.3.1.2 Inverters

1) Xpress Revenue Vehicles are outfitted with inverters and USB ports to provide both 120 volts and USB charging for customers. Maintenance and repair of these systems shall be the responsibility of the Contractor. These units should be inspected and repaired periodically to ensure they are functioning properly. The inverters being replaced must have the same functions and be of the same type (sine wave, etc.) as the OEM.

5.4.3.1.3 Radio Communications

1) The Contractor shall be responsible for ensuring that all ATL vehicle radio systems are maintained in good operating condition. The Operator must test radio communication by contacting dispatch as part of the pre-trip inspection process. If the radio is not operational,

the Operator must inform the appropriate Contractor personnel, who should then assign a vehicle with a working communications system.

5.4.3.1.4 CAD/AVL

1) The Contractor's maintenance department will be responsible for running equipment diagnostics to determine the root cause of any equipment malfunction. The Contractor is also responsible for component and/or equipment replacement from the provided spare pool and sending the malfunctioning equipment back to Clever Devices for repair.
2) For additional assistance with equipment diagnostics, equipment replacement, and general troubleshooting, the Contractor shall reference the Clever Devices documents provided by ATL. Training materials and videos will be provided by the ATL.
3) Any equipment that is found damaged by means of abuse or neglect and not covered under warranty will be replaced at the expense of the Contractor.

5.4.3.1.5 Farebox and Breeze Mobile Validator

1) The Contractor's maintenance department will be responsible for running equipment diagnostics to determine the root cause of any equipment malfunction. The Contractor is also responsible for component and/or equipment replacement from the provided spare pool and sending the malfunctioning equipment back to Cubic for farebox and Kontron for breeze mobile validator.
2) For additional assistance with equipment diagnostics, equipment replacement, and general troubleshooting, the Contractor shall reference the Cubic and Kontron documents provided by ATL. Training materials and videos will be provided by the ATL.
3) Any equipment that is found damaged by means of abuse or neglect and not covered under warranty will be replaced at the expense of the Contractor.

5.4.3.2 Computer Hardware and Software

1) The Contractor will provide and maintain all personal computers, printers, and software utilized by its employees.
2) ATL will provide and maintain the computer(s) and Tablets necessary for the operation of Clever CAD/AVL and ATL Dispatch Radio Communications, and the CCTV and Keycard access Control systems at the ATL's South Facility.
3) ATL is responsible for the system's security and compliance of all Xpress technology systems.
4) ATL shall provide network services and support for Xpress Technology operations, including Internet access needed for onboard technology and Dispatch, and Fare Systems operations. ATL will also provide Wi-Fi network communications and VPN access to connect Contractor owned devices to Xpress Technology systems at its facilities. ATL maintains a copier at its

South Facility, which the Contractor may use. The Contractor shall be responsible for reimbursing ATL for all costs associated with using ATL-owned copiers.

5) ATL will provide Security and Access Control Systems for its South Facility.
   a) The Contractor shall administer this system and be responsible for the access control cards, costs, and inventory.
6) The Contractor will provide a security and access control system at the north facility.
   a) The system will be compatible with ATL's HID-based keycard systems.
   b) The Contractor shall administer this system and be responsible for the access control cards, costs, and inventory.

5.4.3.3 Communications

1) ATL shall provide dispatch communications equipment and services required for Xpress operations. The dispatch communications system is a digital trunked system that provides dispatch, onboard, and mobile communications.
2) Maintenance and support for this system is currently provided by ATL's Contractor, Radio One.
3) The Contractor will be responsible for notifying Radio One, or the existing radio contractor, of any problems with radio communications systems and shall coordinate access to vehicles for the purposes of installing and repairing radio equipment. The Contractor shall also provide training to its employees as required for the proper operation of Xpress dispatch communications equipment. In the event of loss of equipment, the Contractor shall notify the Radio system vendor immediately so that equipment can be disabled.
4) The Contractor must ensure that all Revenue Vehicles operating under this Contract have a properly operating Revenue Vehicle radio at all times while in Revenue Service and/or that all inoperative Revenue Vehicle radios are promptly identified and reported to ATL for repair.

5.4.3.4 Telephones

1) ATL shall provide the telephone service required for Xpress Operations at the South Facility.

5.4.4 Maintenance Liabilities

1) The Contractor shall comply with all applicable required safety procedures, laws, and guidelines promoted by local, state, or federal agencies.
2) ATL Xpress is not responsible for fire, theft, loss, and/or vandalism of any of the Contractor's or subcontractor's tools, equipment, materials, supplies, and/or work progress.

5.5 Safety

1) In performing the Services, the Contractor shall always conduct its operations in a safe manner to promote the safety and security of all Contractor personnel, customers, ATL staff, the public, and all other individuals.
2) The Contractor shall, at its own expense, take all reasonable and necessary precautions to safeguard against risks and conduct regular safety and security audits, inspections, tests, and reviews of the bus service and associated bus service property and infrastructure.
3) The Contractor shall be solely and completely responsible for the safety of all person and property in any way related to the Services and comply with the rules and regulations of OSHA, TSA, Homeland Security, and any other Governmental Entity responsible for safety of labor and the service, The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its methods and for any damage which may result from their improper construction, maintenance, or operations.
4) The Contractor is responsible for auditing, inspecting, testing, and maintaining bus operations and services to meet the terms of the contract and the ATL, and Contractor Safety Plans for Fleet and Facilities.
5) ATL may conduct oversight of any part of the Contractor's service to ensure full compliance with all regulatory requirements, the ATL Public Agency Safety Plan (PTASP), and the Contractor's Safety Plan and other safety and security policies, rules, plans programs to ensure the safe conduct of all services covered under this contract.
6) The Contractor shall demonstrate their understanding of the ATL's PTASP, including the Contractor's role in implementing the plan, understanding, and meeting the defined goals and objectives, how data will be used to effect procedural changes, and identifying key personnel and their role.
7) The Contractor shall provide continuous and unfettered access to the service property for audits, inspections, investigations, tests, assessments, or other similar activity. No cost shall be borne by ATL, its contractors, or designees for accessing Service Property. In the event an escort is required to support this access, all costs will be borne by the Contractor. ATL, Contractors, and designees must be properly trained, display required identification with the appropriate level of authorization and wear the required personal protective equipment (PPE) when on the service property. The Contractor will provide and bear the cost of any training and PPE required for access by ATL to the Service Property.
8) The Contractor shall designate and provide a responsible member (Safety Manager) of its organization whose duty shall be to prevent accidents. The General Manager or Safety Manager shall be the point of contact for direct communication, interface, and coordination with ATL Staff for all safety and security matters.

9) The Contractor will meet specified deadlines for submitting and revising required safety and security documents and implement and adhere to the same.
10) The Contractor shall develop a top-down safety and security culture throughout the Contractor's organization to maintain continuous safety and security awareness for all employees and subcontractors on a routine basis.
11) The safety and security of personnel and activities is of paramount importance in delivering the Operating Agreement. To this end, the Contractor must incorporate a Safety Management System in accordance with FTA requirements and the safety and Security requirements of this Agreement.
12) The Contractor shall recognize that any safety or security event has the potential to affect office, field contractor, and subcontractor personnel and impact costs, time, and other resources. One of the primary goals of the Operating Agreement is to ensure a hazard- and injury-free workplace.
13) The Contractor will be required to provide various safety and security documents as identified throughout this document. A Contract Required Deliverable List (CDRL) is provided at the end of this section and correlates with the specific deliverables required in each of the applicable subsections of the Safety and Security requirements.
14) The Contractor shall submit their safety plan within 90 days of NTP for ATL's review. (CDRL)
15) The safety plan shall be scaled and sized for the services being provided under this contract and shall, at a minimum, include the following elements:
    a) Safety Management Policy (Pursuant to 49 CFR 673.23)
    b) Safety Risk Management (Pursuant to 49 CFR 673.25)
    c) Safety Assurance (Pursuant to 49 CFR 673.27)
    d) Safety Promotion (Pursuant to 49 CFR 673.29)
16) The Contractor's Safety Plan shall establish the organization's authorities, accountabilities, and responsibilities for the management of safety for all key staff providing service under this agreement.
17) In addition to the requirements of 49 CFR 673 (PTASP), the Contractor's safety plan shall include the following information:
    a) A description of how safety is incorporated into the organization, how the SMS program is managed, and how various responsibilities are communicated to personnel at all levels.
    b) Accountability for safety and how it is carried out, e.g., Job description inclusion, clear lines of responsibility,
    c) The process for compiling and submitting monthly NTD safety data to ATL.
18) The Contractor shall review and update the Safety Plan at a minimum of annually or as major changes to the Contractor's safety process occur. The Contractor shall provide updated submissions to ATL for review.

19) In addition to the Contractor's Safety Plan, the Contractor shall develop and implement other related safety programs and procedures that align with the four SMS elements (Safety Policy and Goals, Safety Risk Management, Safety Assurance, Promotion of Safety).
20) Employee Safety Reporting Program
    a) The Contractor shall develop, implement, and maintain an employee safety report program that establishes a process for employees to report safety concerns, including assaults on employees, near-miss events, unsafe acts, and conditions to senior management.
    b) The Contractor shall develop and implement a Whistleblower Protection Policy in compliance with 49 U.S.C. § 5329 and 49 CFR Part 673.17, ensuring that no employee shall suffer retaliation, harassment, or adverse employment consequences for reporting safety, security, or operational concerns. Reports of potential retaliation shall be accepted through multiple channels, including anonymous means, and ATL shall retain authority to investigate independently or escalate complaints directly to the FTA if necessary. A whistleblower hotline or email address shall be posted conspicuously on all bulletin boards in areas frequented by contracted staff.
    c) The Contractor shall record and collect data associated with employee safety reports and provide data reports to ATL upon request (and at the ATL quarterly Safety Meeting as an agenda item).
    d) This Employee Safety Reporting Process shall be a standalone written document and provided to all employees. (CDRL 4-001)
    e) The Employee Safety Reporting Process shall be submitted 90 days from NTP.

5.5.1 Security and Emergency Management

1) The Contractor shall be responsible for achieving the highest practical level of security for ATL passengers, assigned fleet vehicles, equipment, and facilities for the Contractor's operations and maintenance facilities.
2) The Contractor will be required to provide security services in the following areas.
    a) All On-site Security Personnel shall be at least 18 years of age, have a High School Diploma, be legally eligible to work in the United States, and pass a criminal background check.
    b) a State Board Private Detective and Security Agencies (GBPDSA) approved security training course.
    c) The Contractor shall develop, maintain, and implement a security personnel management plan that includes the following: (CDRL – 14-001)
        1) Minimum job requirements, qualifications, and experience required.
        2) The background checks required for all security personnel.
        3) Roles and responsibilities of security personnel.

4) Hours of coverage by location, including the number of individuals per location.
5) Equipment and Technology that will be used to support the Operator's security detail.
6) Patrolling checklists per location that identify what the Operator's Security staff will be required to inspect and how often.

3) The Contractor shall develop, maintain, and implement security and emergency management plans that address policies, procedures, elements, and systems disseminated by the Department of Homeland Security's Transportation Security Administration, FEMA, and the Federal Transit Administration. At a minimum, the Contractor shall provide the following security and emergency management plans.
4) A System Security and Emergency Preparedness Plan (SSEPP) that addresses at a minimum, the assignment of the Contractor's worker responsibilities during an emergency; (CDRL 14-002) The plan shall align with The Public Transportation System Security and Emergency Preparedness Planning Guide, FTA, 2003 and Bus Safety and Security Program, Safety, Security, and Emergency Preparedness Excellence – A Roadmap, FTA, 2012, and include the following.
   a) The assignment of employee responsibilities during the phases of an emergency response (e.g., Mitigation, Preparedness, Response, Recovery). This will also include the communication systems and protocols to be used during the emergency response and recovery phase.
   b) Response requirements when responding to various emergencies, including natural disasters, terrorist threats, hijacking events, medical emergencies, fires, and accidents.
   c) Coordination with Federal, State, regional, and local officials with responsibilities for emergency preparedness and response in the service area
   d) Threat and Vulnerability Identification, Assessment, and Resolution Process
   e) Participation in tabletop and full-scale simulation exercises.
   f) After action reviews
   g) Written evacuation procedures for all key facilities, terminals, and shops.
   h) A process to monitor and modify the effectiveness of SSEPP.
   i) A Continuity of Operations Plan (COOP) per FEMA guidelines to ensure continuity of operations in the event of disaster or emergency. The Contractor shall submit their plan for approval before Service Start and shall test and update their plan annually. (CDRL 14-003)
5) The Contractor shall be required to participate in regional and local safety and security planning, development, and exercises at no additional cost to ATL.
6) The Contractor shall provide a cybersecurity plan for the protection of ATL and the Contractor's assets that are used/operated by the Contractor as part of providing Operations and Maintenance services outlined in this RFP. The cost of providing cybersecurity shall be borne by the Contractor. The Contractor's cybersecurity plan shall outline methodology and resources to be utilized locally or from remote locations. The Contractor's Cybersecurity Plan

shall include an Incident Response Procedure requiring notification to ATL within 24 hours of any suspected or actual unauthorized access, ransomware attack, data breach, or other security event affecting Contractor systems or assets used for the provision of service. The Cybersecurity Plan shall follow standards outlined in NIST Special Publication 800-43 and require encryption of all sensitive data in transit and at rest (FIPS 140-2 compliant or equivalent). (CDRL 14-004)

7) In response to this RFP, the Offeror shall provide a general outline of the plans and describe the development process and the schedule for full implementation, including initial and ongoing training for all employees.

5.5.2 Safety Risk Management Process

1) The Contractor shall, in coordination with ATL, develop, implement, and maintain a Safety Risk Management Process for identifying Hazards, Assessing Risk, and Mitigating Risk. (CDRL-5-001)
2) The Safety Risk Management Process must be comprehensive and include methods for identifying hazards and their potential consequences.
3) For Hazard Identification, the Contractor shall consider the following sources.
   a) Safety performance data trends
   b) Safety concerns identified from employee and customer reporting history, safety committees, audits, and safety events.
4) The Contractor must establish a method or process to assess the safety risks associated with identifying hazards.
5) The Safety Risk Assessment methodology shall include an assessment of the likelihood and severity of the potential consequences of identified hazards, taking into account existing safety risk mitigations, to determine if safety mitigations are necessary and to inform prioritization of safety risk mitigation.
6) The Contractor’s risk assessment methodology shall align with ATL’s Safety Risk Management process as defined in ATL’s Public Transit Agency Safety Plan (PTASP) and SOP-001-001 Hazard Management Process.
7) The Contractor's risk assessment process shall identify risk mitigations or strategies necessary to reduce the likelihood and severity of the potential consequences.
8) As part of the Risk Management Process, the Contractor shall participate in ATL’s joint Labor-Management Safety Committee(s). These safety committees should work collaboratively and be engaged to help identify risk mitigations and strategies for identified hazards. The Committee must comply with 49 CFR 673.19 and shall meet no less than quarterly. Meeting agenda and meeting minutes must be compiled for each meeting, and a copy of the minutes

and agenda shall be provided to ATL. ATL will conduct the meeting at South Ops each quarter. (CDRL- 5-002)

9) The Contractor shall develop an electronic risk registry or hazard tracking log. This electronic tracking log should be used to track and prioritize potential risks, identified as part of the Contractor's Risk Management Process. In addition, the risk information is to be entered into the Clever System (or any other system identified by ATL). The local log shall be in Excel or be able to export data for a specified time period to an Excel spreadsheet.
10) The Contractor shall include in their Monthly Operations Report the current list of hazards identified for the reporting month.
11) In conjunction with the Risk Registry, the Contractor shall develop a Corrective Action Plan (CAP) Process, which will be explained in the Contractor's Safety Plan.
12) CAPs shall be developed for internal and external safety reviews and audits, safety event investigations, Non-compliance with the Contractor's SMS program, or when risk mitigation is determined to be inadequate.
13) The Contractor's CAP shall include the following elements:
    a) A detailed summary explaining the Corrective Action to be addressed.
    b) The scheduled timeframe for taking action to address the Corrective Action.
    c) The party by department/name who is responsible for implementing and closing out the Corrective Action.
    d) When needed, include interim short-term actions to manage the risk until the longer-term final closure of the corrective action can occur.
14) The Contractor shall provide a copy of all Risk Register/Hazard Logs, Corrective Action Plans, and Risk Assessments to ATL on a quarterly basis at a minimum. Beyond the quarterly submissions, ATL reserves the right to request the latest version of these documented risk management tools at any time. (CDRL 5-001)
15) In addition to participating in ATL-led safety and security assessments, the Contractor shall perform a Threat and Vulnerability Assessment (TVA) of its operations, infrastructure, and services no later than twelve (12) months after NTP and at least once every three (3) years thereafter. TVA shall follow FTA guidance (e.g., FTA Security and Emergency Management Technical Assistance Manual) and consider both physical and cybersecurity threats. All findings and mitigations shall be submitted to ATL within 60 days of assessment completion (CDRL - 5-003)

5.5.3 Employee Assault Reduction Program

1) As part of the Contractor's Risk Management Process, the Contractor shall develop, implement, and maintain an employee assault reduction program.

2) Under 49 U.S.C. 5302, Assault on transit workers is defined as a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual or with reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker. Assaults can be verbal and/or physical.
3) This program shall identify how the Contractor will:
   a) Track, monitor, and trend employee assault events.
   b) Assess the specific risks associated with assaults on the ATL service.
   c) Identify the mitigations that the Contractor will implement to reduce the risk of employee assaults (e.g., De-escalation training, compartment barriers, fare enforcement policies, security patrols, Employee Assistance Programs, etc.).
4) The Contractor shall provide a written Employee Assault Reduction Program and provide the initial submission to ATL within 90 days of NTP. (CDRL 6-001)
5) The Contractor shall monitor the effectiveness of their employee assault reduction program and review and update the plan as needed, but at a minimum, at least once every year during the life of the contract with ATL.

5.5.4 Internal Safety Assurance Process

1) As part of the SMS, the Contractor shall develop, implement, and maintain Safety Assurance that establishes processes and programs from which the Contractor monitors their compliance with their SMS, Safety Plan, procedures, and Contractual requirements to provide operation and maintenance service for ATL.
2) The Contractor's Safety Assurance process shall include an Internal Audit Program, a Rules Compliance Program, and an annual certification review process validating compliance with their Safety Program.
3) Internal Safety Review Program:
   a) The Contractor shall develop and implement a written internal safety review program to ensure the Contractor is fully implementing their SMS in accordance with their Safety Plan. (CDRL 7-001)
   b) The Contractor shall conduct a review of their compliance with their SMS and safety plan on an annual basis.
   c) The annual review program shall assess each component and sub-element of their Safety Plan to ensure compliance with 49 CFR 673.
   d) The annual review shall be conducted at the same time each year. The time (Month) of the annual review shall be identified in the written internal safety review program.

e) The Contractor shall produce a written report that provides findings and recommendations of the internal safety review program. The internal safety review program shall be submitted to ATL within 30 days of completion of the internal audit review. (CDRL 7-002)
f) The Contractor shall develop, track, and review the recommendations identified in the internal safety review program report until each recommendation is fully implemented.
g) The Contractor shall self-certify the implementation of their SMS and safety plan. As part of the self-certification process, the Contractor shall identify any areas of non-compliance with their Safety Program and areas for improvement.
h) The self-certification process shall include a written letter to ATL that provides a summary of their compliance with their Safety Plan and SMS. The certification letter shall be submitted with the Internal Safety Review report, signed by the Contractor's Safety Executive, and co-signed by the top executive responsible for the full implementation of the operations and maintenance service contract.
i) As part of the self-certification, the Contractor shall identify the actions that will be taken to achieve compliance, address recommendations, and implement any program enhancements.

4) Rules Efficiency Testing Program:
a) As part of the Contractor's Safety Assurance process of SMS, the Contractor shall develop and implement a written rules efficiency testing program. (CDRL 7-003)
b) Rules for efficiency testing programs should be addressed with particular emphasis on those operating rules that cause or are likely to cause the most accidents or incidents.
c) The rules, efficiency, and testing program shall identify all employee crafts included in the program, which shall, at a minimum, include bus Contractors and vehicle maintenance personnel.
d) The program shall describe the required operational tests and inspections, the frequency per month with which each type of test and inspection will be conducted, and the quantity of tests by rule type that will be conducted each month.
e) The Rules efficiency testing program shall identify the level of supervision responsible for conducting the efficiency testing.
f) The rules efficiency testing program shall identify the training process to ensure that supervisors conducting the tests and observations are competent and proficient in the program and all required tests and inspections covered in the program.
g) The Contractor shall keep records of each operational test and inspection performed in accordance with the program. The records shall record the dates, time, location, operating line/route, supervisor conducting the observation, and the results of each test and inspection.
h) Records shall be maintained in an electronic format that enables the Contractor to track, monitor, and trend the results of their tests and inspections.

i) The records shall be made available to ATL upon request.

j) Every six months, the Contractor shall conduct a review of their program of operational rules tests and observations. The review shall evaluate how many tests and inspections were conducted in accordance with the program requirements and identify if the Contractor was compliant with their testing frequency and quantity.

k) The six-month review shall also evaluate the Contractor's compliance rates against each rule included in the program and evaluate, based on accident history and compliance rate, corrective actions to either the program or associated operating rules that should be revised to ensure improved compliance and reduction in incidents. This corrective action could include revisions to the training program to ensure staff successfully understand and comply with their operating rules.

5.5.5 Safety Performance Targets and KPIs

1) In connection with the National Safety Plan and ATL's performance metrics reflected in their ASP, the Contractor shall develop, implement, and maintain safety performance measures and targets to monitor their operating and safety performance.

2) At a minimum, the Contractor's Safety Performance measures shall include:

Safety Performance Measure		Description
1	Measure 1a – Major Events	This includes all major safety and security events as defined by the NTD.
2	Measure 1b – Major Event Rate	This includes all major safety and security events as defined by the NTD, divided by Vehicle Revenue Miles (VRM)
3	Measure 1.1 – Collision Rate	This includes all collisions reported to NTD, divided by VRM.
4	Measure 1.1.1 – Pedestrian Collision Rate	This includes all collisions "with a person," as defined by the NTD, divided by VRM.
5	Measure 1.1.2 – Vehicular Collision Rate	This includes all collisions "with a motor vehicle," as defined by the NTD, divided by VRM.
6	Measure 2a – Fatalities	This includes all fatalities as defined by the NTD.
7	Measure 2b – Fatality Rate	This includes all fatalities as defined by the NTD and divided by VRM.

Safety Performance Measure		Description
8	Measure 2.1 – Transit Worker Fatality Rate	This includes all transit worker fatalities as defined by the NTD, including the categories "Transit Employee/Contractor," "Transit Vehicle Contractor," and "Other Transit Staff," divided by VRM.
9	Measure 3a – Injuries	This includes all injuries as defined by the NTD.
10	Measure 3b – Injury Rate	This includes all injuries as defined by the NTD and divided by VRM.
11	Measure 3.1 – Transit Worker Injury Rate	This includes all transit worker injuries as defined by the NTD, including the categories "Transit Employee/Contractor," "Transit Vehicle Contractor," and "Other Transit Staff," divided by VRM.
12	Measure 4a – Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD.
13	Measure 4b – Rate of Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD and divided by VRM.
14	Measure 5 – System Reliability	This includes Major Mechanical System failures as defined by the NTD.

3) The Contractor shall set safety performance targets against each of the performance measures listed above. The safety performance targets must be the same as or more aggressive than the safety performance targets in ATL's PTASP. The safety performance targets represent the Contractor's performance goals for the coming year. The Contractor shall identify the performance targets that they will use to monitor safety performance. The Performance Targets shall be established in the first year of the contract (within 30 days of NTP) and reviewed and updated annually for the life of the contract. (CDRL 8-001)
4) The Contractor shall coordinate with their safety committee representatives for input to the safety performance targets. This review and input shall be documented in the safety committee meeting minutes to include the committee's approval of the agreed-upon performance targets for each performance measure.

5) The Contractor shall track each safety performance measure on a monthly basis and compare the actual results of each performance measure against the established performance target.
6) The Contractor shall publish their safety performance metrics monthly and provide a copy of all data to ATL. (CDRL 8 – 002)
7) Along with publishing their monthly performance metrics, the Contractor shall conduct trend analysis of their safety performance metrics, comparing performance over time. The trend analysis should evaluate if performance is favorable or if the Contractor will need to implement corrective action and mitigation strategies to help create a safer operating environment that produces favorable safety performance trends.
8) The Contractor is required to collect NTD data and prepare for all NTD reporting elements for ATL to submit to the Federal Transit Administration. Refer to National Transit Data Base reporting requirements in Section 9.8.
9) The Operator shall provide a data collection and reporting system that fully integrates with ATL's CAD/AVL system (currently Clever) and TransTrack reporting software. The Contractor shall provide a detailed description of how the Federal NTD reporting program will be implemented and maintained, including its Safety Performance measures.

5.5.6 Safety Event Investigation and Management Program

1) The Contractor shall develop, implement, and maintain a written program that explains how the Contractor will conduct investigations of accidents and incidents. (CDRL 9-001)
2) The safety event investigation program must:
   a) Identify the scope, criteria, and thresholds for conducting safety event investigations.
   b) Identify the methods, including timing, of the internal and external notification process and information to be provided to field personnel, the Operations Control Center, emergency responders, and external agencies, including ATL, and the points of contact in the departments responsible for implementing or supporting safety event investigations.
   c) The Contractor will include in the investigatory process the response time to the scene to start the investigation, the process to preserve the scene, and the collection of pertinent evidence, including, but not limited to, photographs, field measurements, interviews, video surveillance evidence collection, incident reports, and equipment inspection criteria and results.
   d) A description of the process to ensure the preservation of the scene until the arrival of the Contractor's investigators and/or external investigators from FTA or NTSB, if warranted.
   e) A description of the off-site data and evidence collection process.
   f) The process for conducting root-cause analysis to identify the cause of the event and contributing factors.

g) The process for developing the event investigation report, which includes a summary of the event, investigation findings and analysis, causes and contributing factors, and recommendations to prevent future similar events.
h) The training requirements for all employees responsible for conducting investigations on behalf of the Contractor.
i) The training requirements for all employees who may be involved in a safety event and are required to support an investigation conducted by the Contractor's investigators.

3) The Contractor will ensure prompt response to any accident investigation or service incident as soon as possible, but no later than 30 minutes from the actual event.
4) The Contractor must promptly notify ATL (via telephone) of any reportable event in accordance with the table below:

Event Type	**Notification Timeframe**
Passenger or Employee Fatality	Immediately
Passenger or Employee Serious Injury	Immediately
Passenger or Employee Injury (non-serious)	No later than 1 hour after the incident
Passenger illness	No later than 1 hour after the incident
The evacuation of a passenger bus	Immediately
Any incident involving a bus and a highway-rail grade crossing.	No later than 1 hour after an accident
Damage to vehicles and property exceeding $25,000	No later than 1 hour after an accident
Collision between two revenue vehicles.	No later than 1 hour after an accident
Collision involving a transit vehicle where one or more individuals were transported away from the scene for medical attention.	Immediately
Vandalism to the vehicle and/or revenue vehicle stop	No later than 2 hours after being aware
Any interactions involving the police	No later than 1 hour after the incident
Any circumstance that may involve a potential claim against the Contractor or ATL	No later than 2 hours after being aware

5) As part of the notification, the Contractor shall provide ATL with the following preliminary Safety Event information.
a) The notification time
b) The name and job title of the person providing the notification.

c) The type of accident (fatality, injuries, property damage, evacuation, derailment, or other),
d) The location, date, and time of the event.
e) Fatalities, if any.
f) The number and severity of injuries and transports away from the scene, if any.
g) The number and type of vehicle(s) involved, if any.
h) Whether first responders, Police, Fire, or any other responders responded to the scene.
i) A description of the event
j) Implemented and/or planned corrective actions, if any, at the time of the notification
k) Ongoing investigation activities

6) The Contractor shall provide copies of all initial accident/incident reports to ATL within twenty-four (24) hours of the time of the accident/incident through the Clever system. The Contractor will also notify ATL of any specific accidents/ incidents for which the FTA mandates notification by email within 8 hours. The Contractor shall provide copies of all final accident/incident reports and police reports to ATL within seven (7) Days of the accident/incident. The Contractor can request an extension of the seven days based on the nature of the incident or availability of accident report. ATL will have the final say in the determination and approval of any extensions beyond the 7-day requirement.
7) The Contractor must upload all video footage to the electronic video site within 24 hours of the accident. The site will be provided to the Contractor before contract implementation.

5.5.7 Compliance with Regulations and Standards

1) The Contractor must comply with safety standards established by relevant organizations, including the FTA (Federal Transit Administration), NTSB (National Transportation Safety Board), OSHA (Occupational Safety and Health Administration), TSA/Homeland Security, and the ADA (Americans with Disabilities Act).
2) ATL requests that the Contractor demonstrate how they will stay current on safety best practices, regulations, and emerging technologies in the transit industry.
3) The Contractor may utilize the services of an independent maintenance auditing firm to inspect a portion of the ATL's Revenue vehicle fleet periodically. The results of these maintenance audits will be used to monitor the effectiveness of the Contractor's maintenance program and to provide a snapshot of the condition of the Contractor's vehicles and maintenance records.
4) The ATL will monitor and inspect for the cleanliness, maintenance, wheelchair accessibility device operation, destination signs, public address system, damage condition, heating/air conditioning operation, and maintenance reporting of all ATL vehicles operated by the Contractor. Monitoring will be accomplished by the ATL Operations staff, management personnel, QA inspectors, and mystery riders. Communications from passengers and other

individuals relative to proper Revenue Vehicle maintenance will be thoroughly evaluated. The ATL reserves the right to conduct mystery rides regularly as means of quality control.

5.5.8 Standard Operating Procedures

1) The Contractor is required to implement all Standard Operating Procedures provided by ATL during the term of this Contract.
2) The Contractor shall provide a preliminary draft of the Standard Operating Procedures during a Pre-transfer Meeting, with a final draft due to ATL during the Initial Turnover Meeting (Contract Award).

5.6 Wages and Policies

1) The Contractor is responsible for the satisfactory performance of its employees and subcontractors. It must establish and pay wages and benefits, including necessary deductions, and is encouraged to offer competitive compensation. The Contractor must also comply with all legal requirements related to employee liability, workers' compensation, unemployment insurance, social security, and other regulations.

2) The contractor's employees are not considered employees of the ATL and are not entitled to participate in any wage and benefit packages provided by the ATL.

3) The Contractor shall indemnify the ATL against any liability, damages, claims, costs, and expenses arising from alleged violations of personnel practices.

4) If an employee has three preventable accidents within 24 months, the employee is precluded from driving any ATL-owned vehicle. The Contractor is responsible for maintaining accurate records and ensuring that employees do not operate ATL-owned vehicles if the above conditions are met.

5.7 Passenger Information

5.7.1 Surveys

1) ATL has the authority to conduct passenger surveys and collect service-related data as needed. Authorized representatives from the agency or designated partners will administer these surveys.
2) The Contractor must ensure full cooperation from all personnel, including the distribution of surveys or passenger information by vehicle operators. Your participation is crucial for improving our services and meeting community needs.

3) The Contractor is prohibited from conducting passenger surveys using their staff or a third-party vendor without obtaining written consent from ATL. Any request from the Contractor to conduct surveys must include the survey content and proposed schedule.

5.8 Quality Management Plan

1) The Contractor shall be required to submit a final draft and receive approval by ATL of the Quality Management Plan (QA Plan) 30 Days before Contract service start. The Contractor shall implement the approved Quality Management Plan. The plan must address electric vehicle repair and safety procedures. The Maintenance manager shall work with the Safety manager to analyze data and effect changes to promote efficiencies, develop and implement maintenance policies and procedures, and ensure all required maintenance is performed in a safe, efficient, and timely manner, and properly documented.
2) The QA Plan shall describe how the Contractor shall develop and refine a program whereby component failure and replacement history are tracked to allow replacement to occur before components fail.
3) The QA Plan shall describe how warranty repairs will be tracked and monies recovered. The QA will identify how component failure and replacement history are tracked.
4) The QA Plan will define how the Contractor will implement a product improvement program in which components with sub-standard performance are analyzed to determine the cause of failure, with corrective action including testing and evaluating alternative products.
5) The QA Plan will identify how the Contractor will ensure that the vehicles available for service have all equipment functioning properly and that the interior is free of any signs of wear and tear, such as cuts or holes in the upholstery, or worn paint from scrapes and scratches. The exterior of the vehicle should be free of graffiti.
6) The QA Plan shall provide the method by which the Contractor shall track employee training. The QA Plan will identify the employees who are certified to maintain and service electric and hybrid vehicles; this will include specific safety training, including NFPA 70E, arc-flash training, and OSHA training per 29 CFR 1910.331 -335, and related OEM servicing and maintenance training for high-voltage systems.

5.8.1 Standard Operating Procedures

1) The Contractor is required to implement all Standard Operating Procedures provided by ATL during the term of this Contract.
2) The Contractor shall deliver the preliminary draft of Standard Operating Procedures during the pre-transfer meeting and the final draft to the ATL at the Initial Turnover Meeting (Contract Award).

5.8.2 Performance Standards

1) The Contractor shall ensure that services maximize productivity and quality for the customer. Performance Standards eligible for Liquidated Damages will be assessed monthly and reviewed at the start of each contract year, with adjustments made to align with ATL's annual goals and the previous year's results.

5.8.2.1 Maintenance Key Performance Indicators

1) The primary measure of the ATL's Program service reliability is on-time performance. The performance of the Maintenance Contractor is a key factor in the reliability and timeliness of the ATL's service. The ATL requires that its vehicles be maintained in excellent repair so that routes can depart on time and in-service disruptions are minimized.
2) The objective of the Maintenance Program is to support the ATL's service reliability and quality through a strong program of scheduled and unscheduled vehicle maintenance.
3) The major outcomes are:
    a) Safe operation of ATL vehicles in operation.
    b) Availability of the ATL's vehicles at pullout and throughout the service day.
    c) Support of the ATL's financial goals and planning through vehicle longevity and control of maintenance costs.
4) Key performance indicators for the Contractor include the following:
    a) Vehicle Availability Rate – Percentage of fleet available for service at any given time.
        1) Maintenance shall ensure there are sufficient vehicles available at each ATL location for delivery of service as scheduled, while maintaining a 20% spare ratio. Maintenance shall track and report vehicle availability daily in accordance with the process outlined in (Daily Vehicle Reporting).
    b) Miles Between Road Calls – Measures the average miles a vehicle travels before experiencing mechanical failure.
    c) Road Call Rate – Number of breakdowns per 1,000 miles traveled.
    d) Schedule Maintenance Compliance – Percentage of preventive maintenance completed on time.
    e) Mean Time to Repair (MTTR) - Average time taken to fix a vehicle after failure/defect.
    f) Repeat Returns – When a vehicle requires corrective maintenance for an issue it had already been treated for within 30 days.

5.8.2.2 Monthly Performance Review

1) On a monthly basis, the ATL will review the Maintenance Contractor's performance related to vehicle availability and repeated vehicle maintenance occurrences, in addition to other ATL requirements and performance standards as stated in this Request for Proposal.

2) If the Contractor's maintenance of the ATL's equipment is deemed substandard, or if there are other performance deficiencies in accordance with ATL's requirements and performance standards, the ATL will schedule a meeting with the Contractor's Maintenance management and will follow up with a written statement of specific deficiencies and a corrective action plan.

5.8.2.3 Performance Disincentive and Incentive

1) Significant service disruptions resulting from missed pullouts, which are often caused by inadequate vehicle availability, are a serious issue. The disincentive program aims to encourage Maintenance to maintain an adequate workforce capable of performing all Maintenance duties while meeting the established performance standards.
2) If the Maintenance Contractor's average Vehicle Miles between Road Calls rises above 60,000 miles between major road calls, as calculated monthly, the Contractor will receive a performance incentive of $1,000. The ATL reserves the right to adjust the current goal, subject to factors related to the fleet.

5.8.2.4 Liquidated Damages for Non-Compliance with Performance Standards

1) The ATL expects the Contractor to meet or exceed the Performance Standards in the table below in this RFP. The Liquidated Damages specified in the table below may be applied if these Performance Standards are unmet.
2) Given the nature of the services, the Contractor and the ATL acknowledge that quantifying actual damages from the Contractor's failure to meet obligations is difficult. Therefore, the Contractor's liability for not meeting the Performance Standards in the table below is limited to the Liquidated Damages specified. The ATL's decisions regarding these damages are final and may be based on information from the Contractor, the public, staff, or other sources.
3) Liquidated damages will be deducted from the monthly invoice totals for the month the damage occurs. Liquidated damages will not be assessed for failure to meet Performance Standards if it is determined that such failures result from events outside the Contractor's control, as decided by the ATL.
4) Missed Trip Performance Standards: Trips that are missed due to mechanical failures, vehicle unavailability, preventable accidents, operator unavailability, or operator error may also be subject to a time deduction equal to the actual lost revenue time. The appropriate revenue time will be deducted from the total Revenue Vehicle Hours (RVH) recorded on the monthly invoice.
5) The ATL may, at its discretion, consider extenuating circumstances to excuse Liquidated Damages. Nonetheless, such an assessment does not relieve the Contractor of its obligations under this Contract.

6) Liquidated damages for any violation do not waive the ATL's right to terminate the contract for default, whether for that violation or others. The remedies in this paragraph and the termination clause are cumulative and not alternative at the ATL's discretion.
7) The table below summarizes the Performance Standards and Liquidated Damages for Non-Compliance. It indicates whether the Contractor will be granted a cure period for any failures. If a cure period is applicable, it specifies its duration and frequency. If no cure period is provided, it will state “No Cure Period.”
8) The cure period starts from the failure date, during which Liquidated Damages will not accrue. If the Contractor fails to address the issue within the cure period, Liquidated Damages may begin to accrue from its conclusion.

ATL Performance Standards and Liquidated Damages for Non-Compliance			
COMMUTER SERVICE			
COMMUTER SERVICE KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**
The Commuter Service Missed Trips performance standard shall be defined as follows: Any commuter bus that departs a scheduled time point ten (10) minutes or later shall be considered a "missed Trip." The Contractor shall not have 5% or more missed Trips on each route. The 5% shall be based on scheduled Trips for each fixed route per month. Trips that are missed due to mechanical failures, vehicle unavailability, preventable accidents, Operator unavailability, or Operator error may also be subject to a time deduction equal to the actual lost revenue time. The appropriate revenue time will be deducted from the total Revenue vehicle Hours recorded on the monthly invoice. ATL may waive liquidated damage assessments for missed Trips or late Trips when circumstances exist that are beyond the Contractor's control, such as passenger illness, significant traffic delays due to weather conditions, accidents not involving Xpress, non-preventable accidents involving Xpress, road closures and repairs causing delays or re-routings, parades or other special events. The waiver of such LDs will be based on the Contractor's proper documentation of such incidents.	None	$200 per missed Trip on each route where 2% or more missed Trips occur.	No cure period
Commuter Service on-time performance shall be defined as: On-time performance is a measure of bus runs completed as scheduled. The criterion defines what is considered to be on-time and sets a threshold for an acceptable level of performance. The threshold is the lowest acceptable percentage of times vehicles on a particular route have completed runs on time. The ATL considers **late** on-time performance to be 85 percent of all Xpress commuter runs completed five (5) minutes late of the scheduled time. The ATL requires that 100% of runs depart zero (0) minutes early from a scheduled time point. Any commuter Trip leaving early from a scheduled time point shall be considered 'Late.'	$1000 if the ATL Xpress system-wide on-time performance exceeds 90% in a given month	$1.00 per revenue hour shall be deducted from the Contractor's monthly service hour billing each month the Xpress service does not attain at least 85% on-time performance in a given month. The liquidated damage shall be applied to all revenue hours operated that particular month.	No cure period
Commuter buses operating ahead of schedule shall not be permitted. No bus shall depart a time point before its scheduled start time.	None	The Contractor shall be assessed a liquidated damage of two hundred dollars ($200) per incident when a commuter bus is in Revenue Service and departs a scheduled time point any time before its scheduled departure time.	No cure period
OPERATIONS			
OPERATIONS KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**
The Contractor shall comply with all ADA compliance standards including stop announcement, wheelchair securement, proper ADA equipment operation and availability, boarding assistance, etc.	None	The Contractor shall be assessed a liquidated damage of one hundred and fifty dollars ($150) for each instance in which the Contractor fails to comply with the required ADA compliance standards or uses a malfunctioning ADA-equipped vehicle without written authorization from ATL as appropriate. The Contractor shall not be paid for Vehicle Revenue Hours operated by vehicles with malfunctioning ADA equipment.	No Cure Period

The Contractor shall respond to a customer complaint within two(2) Business Days (Sunday excluded) from complaint receipt (including a response to ATL staff). If the complaint cannot be resolved within this time frame, the customer service team or staff will be notified that further investigation is necessary.	None	The Contractor shall be assessed a liquidated damage of one hundred dollars ($100) per day for each instance in which the Contractor fails to comply with the customer service complaint resolution standards.	No Cure Period
The Contractor's adherence to minimum Operator, Field Supervisor, Dispatcher qualifications and training shall be defined as: On a monthly basis, the Contractor shall provide individually to the ATL, documentation of adherence to training identified in Section 7 and other certification requirements.	None	On a monthly basis the Contractor shall be assessed Liquidated Damages for the amount of: 1. $100 for each instance of an Operator (or other personnel) assigned to operate a bus for Revenue Service on a route/run for which they have not received the appropriate vehicle, equipment, and/or route/run training. This includes failure to properly use equipment such as Farebox, CAD/AVL, or Radio. 2. $100 for each instance Operators, dispatchers, Paratransit reservation personnel, supervisors do not receive the required training in the required interval. This includes all Customer Relations, Route, telephone, communications, equipment, bus, conflict resolution, National Safety Council Defensive Driving (or approved equivalent), training as appropriate and identified in Section 7.	30 Days. Only one (1) cure period is available in a 12-month rolling period measured backward from the date of the last instance of Contractor's failure to comply with the applicable performance standard.
Important metrics are on-time performance, fare validation, and accurate passenger counts. The ATL requires all buses in service to have fully operational fareboxes, AVL systems, and APC systems.	None	On a monthly basis, the following assessments will be charged to the Contractor by the ATL in the event of non-compliance to farebox, AVL, APC requirements: 1. $100 for each instance a bus is placed into service with a non-functioning farebox. This includes any non-functioning fare system or card reading devices. 2. $100 for each instance a bus is placed into service with a non-functioning AVL system. 3. $100 for each instance a bus is placed into service with a non-functioning APC system.	No Cure Period
MAINTENANCE			
MAINTENANCE KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**

For the purposes of evaluating the Contractor's fleet maintenance practices, Mean Miles Between Failures (MBRC) shall be defined as: On a monthly basis, ***for each service mode***, and ***individually for the ATL***, the Contractor will maintain an intervals for each mode for vehicles used in Revenue Service. A failure in service shall be defined as any vehicle incident (excluding traffic and weather), whether the vehicle is in Revenue Service or Deadheading, which results in a delay of five minutes or more and/or results in the vehicle being shifted off.	If the Maintenance Contractor's average Vehicle Miles between Road Calls rises above 60,000 miles between calls, as calculated monthly, the Contractor will receive a performance incentive of $1,000.	On a monthly basis, if the MBRC interval falls below thirty thousand (30,000) miles for the Xpress commuter mode between failures in service, then the contractor shall be assessed Liquidated Damages of five hundred dollars ($500) for every 1000 miles below the required MBRC.	No Cure Period
The Contractor's adherence to minimum technician qualifications and training shall be defined as: On a monthly basis, the Contractor shall provide individually to the ATL, documentation of adherence to Section 7 (Maintenance Personnel) technician, training, and other certification requirements.	None	On a monthly basis, the Contractor shall be assessed Liquidated Damages for: 1. $250 for a Level "B" Maintenance Mechanic performing HVAC system repairs or service that require the technician to have AEC Transit Bus Certification. The technician must have the appropriate certification for the system being repaired or serviced. 2. $250 for each instance of a technician has not maintained certification and recertifications before the expiration date and a valid license as identified in Section 7.2. 3. $250 for each instance of a hostler not receiving the required minimum training identified in Section 7.4. 4. $250 for each instance a technician charged with maintaining and/or servicing electric vehicles has not received an associate's degree or certification in electronics, electrical engineering technology, or a replated filed, as outlined in section 7.2.	90 Days. Only one (1) cure period is available during the term of the Contract.

The Contractor shall meet or exceed all maintenance requirements outlined in this RFP. The Contractor shall ensure all buses are properly maintained, safe, and reliable.	$500 if no assessments may be made for non-compliance with required maintenance responsibilities. For the incentive.	On a monthly basis, in the event of non-compliance with required maintenance responsibilities, the Contractor shall be assessed the following individually by the ATL: 1. $100 per Day, $20 per hour, or $1 per mile (as applicable for mileage and time-based scheduled inspections) for each scheduled inspection performed early or late (example: a 6000-mile inspection performed at 6750 miles is considered late by 150 miles, which would result in an assessment of $150. A time-based inspection due at 100 hours and performed at 115 hours is considered late by 5 hours which would result in an assessment of $100). 2. $100 per Day until repaired for each instance where minor body damage, including scratches, dings, and dents, missing decals, etc., whether damage is on the interior or exterior, is not repaired within 30 Days of occurrence. (example: damage repaired 33 Days after occurrence; assessment would be $300). 3. $100 per Day until repaired for each instance where major body damage, whether damage is on the interior or exterior, is not repaired within 30 Days of occurrence unless a waiver is provided by the ATL. (example: damage repaired 33 Days after occurrence, assessment would be $300). 4. $100 for each instance a bus is reported with confirmed improper functioning HVAC while the bus is in service. (Note: repeat failure reported within a 48-hour period following an initial reported failure on the same bus shall be considered a confirmed failure whether or not either diagnosis did not confirm a failure. For this scenario, the assessment would be $200). 5. $1000 per instance in the event a bus with an out-of-service condition is placed into service. (example: a bus with a brake problem is placed into service). 6. $100 for each passenger seat not replaced or repaired within 72 hours of occurrence. 7. $100 for each ADA-required piece of equipment not repaired within 48 hours of occurrence. This includes PA system, accessibility devices (such as wheelchair lifts, ramps, tie-downs, stop request, etc.), kneeling system, and signage etc. 8. $100 per instance if a wheelchair lift / ramp or kneel feature does not function when needed while the bus is in Revenue Service whether for the ramp/kneel feature is required for a customer or requested by a representative of the ATL. 9. $500 for each occurrence of a bus running out of fuel or electricity. 10. $100 per Day if mechanical and/or electronic defects are not repaired within three (3) Business Days after discovery, or when reported on DVIRs.	30 Days for items 2 and 6. Only one (1) cure period is available in a 12-month rolling period measured backward from the date of the last instance of Contractor's failure to comply with the applicable performance standard. No cure period for the other items (1, 3, 4, 5, 7, 8 and 9).
The Contractor shall be responsible for maintaining the interior and exterior cleanliness of all Revenue Vehicles in order to provide a positive public image and appearance. The Contractor shall ensure the cleanliness of each vehicle scheduled for Revenue Service before the commencement of each service day. At all times, vehicles in Revenue Service shall be free of noxious odors from cleaning products, pest control products or other such products. Section 5.4.2.16 identifies the Contractor's vehicle cleaning and cleanliness requirements.	None	On a monthly basis, the following assessments will be charged to the Contractor by the ATL in the event of non-compliance to Revenue Vehicle cleanliness requirements: 1. $50 for each instance of graffiti that is not removed within 24 hours after it is found. 2. No bus shall be placed into service with offensive, gang-related, or obscene graffiti. If a bus is placed into service with said graffiti, the Contractor shall be assessed $100. 3. $50 for each violation of cleanliness standards based on compliance monitoring and the ATL vehicle cleanliness inspections. 4. $100 for each instance of daily, minor, and major detailing and cleaning services not completed at the required interval. 5. $100 for each instance of vehicle pest control measures not performed at the required interval. Each bus shall be considered an instance.	5 Days. Only one (1) cure period is available during the term of the Contract.
REPORTINGS			

REPORTING KPI	INCENTIVE	LIQUIDATED DAMAGES	CURE PERIOD
The Contractor must maintain detailed records in all areas of the operation. This information is vital to ensure compliance with ATL, federal, and State requirements, and to enable a thorough monitoring and evaluation of the system, including ridership, revenue, maintenance activities, Xpress, Commuter Service efficiency, and effectiveness of customer feedback. Basic reporting requirements are identified in Section 9 of this RFP.	None	In the event the Contractor does not provide the required reports or provide the raw data in the correct format, the Contractor shall be assessed individually by the ATL: 1. $50 per Day per report for each Day following the required delivery date, a report is received by the ATL. Assessments shall accrue until the report is received. 2. $100 for each instance the ATL is not able to obtain information from ATL specified database. 3. $50 per Day per report for each custom performance report requested by the ATL and not delivered by the required date. Assessments shall accrue until the report is received.	5 Days. Only one (1) cure period is available during the term of the Contract.
QUALITY MANAGEMENT SYSTEMS, SAFETY, AND SECURITY			
QMS, SAFETY, AND SECURITY KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**
The ATL requires the Contractor to implement ATL's ASP and SMS plans in addition to the Contractor's own QMS plan. The RFP notes the importance of QMS, Safety, and Security to the ATL throughout the document, with additional requirements	None	On a monthly basis the Contractor shall be assessed Liquidated Damages for the amount of: 1. $250 for each Key Personnel and/or staff member with direct safety oversight responsibility who has not completed all Safety Training courses listed in Section 7 within six months of the Contract NTP. Refresher courses not completed within the recommended intervals will also result in an assessment of $500 per instance. 2. $250 for each instance of Key Personnel not completing National Incident Management Systems training ICS classes 100, 200, and 300 within the first year of the Contract or within one year from the date of hire/assignment to the ATL. 3. $1000 per month for each Quality and/or Safety manager position not filled with a qualified person per the requirements of the RFP. 4. $1000 per month individually to the ATL for non-compliance with the PTAS plan.	30 Days for items 1 and 2. Only one (1) cure period is available during the term of the Contract. No cure period for items 3 and 4.
FACILITIES			
FACILITIES KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**
The ATL requires the Contractor to properly maintain all facilities and equipment provided for their use by the ATL as identified in this RFP.	None	On a monthly basis, the following assessments will be charged to the Contractor by the ATL in the event of non-compliance to facilities and equipment maintenance requirements. 1. $100 per Day for equipment preventative maintenance that is performed beyond the required interval. 2. $100 per Day facility equipment remains out of service or not functioning as required for more than five (5) Days (unless a waiver is granted by the ATL).	30 Days. Only one (1) cure period is available in a 12-month rolling period measured backward from the date of the last instance of Contractor's failure to comply with the applicable performance standard.

6 Ride Gwinnett

6.1 Service Summary

The County provides local fixed-route , microtransit, and paratransit services under the Ride Gwinnett brand to improve community mobility, first-mile/last-mile access, and fair transportation for residents and visitors. This local network complements the larger regional transit system by offering essential links to MARTA and other regional services.

The local bus system currently includes ten fixed routes that serve major corridors, residential neighborhoods, commercial areas, and employment centers throughout Gwinnett County. Besides fixed routes, the County operates three microtransit zones that provide flexible, curb-to-curb, and on-demand service within specific areas in Snellville, Lawrenceville, and Norcross. It is a convenient, flexible, and affordable way to travel anywhere within the designated zone. The County also operates a complementary paratransit service within a 3/4-mile area surrounding the existing local bus routes, focused on providing curb-to-curb service for people with disabilities who are unable to access and/or independently travel on the County's local fixed-route buses.

The combined fleet includes 48 transit buses for local bus service and a combined fleet of 25 cutaways and/or transit vans, which serve both microtransit and paratransit services. The County operates from Monday through Saturday and does not provide service on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Limited, modified service is available on other holidays.
Specific service details include:

1) Local bus routes run from 5:30 AM to 10:30 PM, depending on the route, with each trip costing $2.50 per person.
2) Paratransit operates during the same hours as the fixed-route local bus service, with each trip costing $4.00 per person.
3) Microtransit currently runs from 6:00 AM to 8:00 PM, with each trip costing $3.00 per person.

The local bus service currently operates at a daily service level of 438 VRH Monday-Friday and 301 VRH on Saturday, using 35 Fixed Route Local Revenue Vehicles during the PM peak pullout. This is an annual service level of approximately 127,342 VRH, assuming 255 weekdays and 52 Saturdays per year. This also equates to approximately 2,000,000 VRM annually. The demand-response service operated for a total of 43,329 VRH and 489,807 VRM from January 2024 to December 2024. Microtransit completed a total of 45,875 trips overall, while paratransit completed a total of 18,666 trips from January 2024 to December 2024.

Under this procurement, the chosen Contractor will be responsible for providing safe and reliable O&M for the local fixed route, microtransit, and paratransit fleets. This includes driver staffing, dispatching, run-cutting, vehicle and equipment maintenance, and all activities needed to deliver consistent, customer-focused local transit service in line with Gwinnett County performance standards.

Route	**Facility**	**Daily - Weekday Estimated VRH**	**Daily - Weekday Estimated VRM**	**Daily - Saturday Estimated VRH**	**Daily - Saturday Estimated VRM**
10A	North	46.99	732.0	31.92	494.4
10B	North	37.28	595.60	29.92	490.5
20	North	58.66	994.29	27.51	488.6
25	North	42.08	593.30	42.32	505.9
30	North	59.70	1130.58	43.13	719.5
35	North	59.72	974.20	26.89	453.6
40	North	58.34	1092.60	27.81	541.8
50	North	44.35	685.80	44.35	685.8
70	North	30.64	672.25	27.4	509.0
Total		437.76	7470.62	301.25	4889.1

On-Demand	Facility	Daily - Weekday Estimated VRH	Daily - Weekday Estimated VRM	Daily - Saturday Estimated VRH	Daily - Saturday Estimated VRM
Paratransit	North	75	775	36	423
Microtransit – Snellville	North	60	439	38	322
Microtransit – Lawrenceville	North	60	440	36	293
Microtransit - Norcross	North	34	150	22	103
Total		229	1804	132	1141

6.2 Contractor/Client Responsibilities

This section outlines the responsibilities of the Contractor and the County regarding the Service Scope of Work. It is important to note that any services and support required to meet the RFP requirements not explicitly assigned to the County are assumed to be the Contractor's responsibility, regardless of specific mention. This summary is meant to clarify, not replace, the detailed text provided earlier. In the event of discrepancies between this subsection and other parts of this Request for Proposal or surrounding sections, the latter will prevail. The amount of actual service required may increase or decrease over the term of the Contract, depending on the demand for service, the characteristics of the Local Service area, the County budget, and/ or changes in the ADA law and DOT ADA regulations. The County reserves the right to adjust the amount of service required at any time.

6.2.1 Contractor Responsibilities

These shall include, but are not limited to, the following:

1) The Contractor shall be responsible for managing and operating all transit services daily, meeting the required standards as outlined in the RFP.
2) The Contractor shall be responsible for ensuring the safety of passengers and employees.
3) The Contractor shall be responsible for personnel recruiting, employment, and retention.

4) The Contractor is responsible to respond to County inquiries regarding prior day(s) service delivery concerns within 24 hours of the request.
5) The Contractor shall be responsible for employee training, retraining, knowledge testing, and supervision, including any associated costs.
6) The Contractor shall subscribe to the Georgia Department of Transportation (GDOT) notification service to receive alerts when an employee is convicted of a traffic violation.
7) The Contractor shall be responsible for implementing all current and future federally required programs, such as Drug and Alcohol testing, ADA compliance, PTASP, and Title VI compliance.
8) The Contractor shall be responsible for personnel administration, HR, and payroll.
9) The Contractor shall be responsible for internal budgeting and accounting.
10) The Contractor shall document standard operating procedures and maintenance procedures.
11) The Contractor shall manage the information and meet all reporting requirements.
12) The Contractor shall be responsible for service dispatching and street supervision.
13) The Contractor shall be responsible for service run cutting.
14) The Contractor shall promptly notify the designated contacts for the County and customer service of any service disruptions—including but not limited to vehicle breakdowns, missed trips, detours, accidents, incidents, injuries, vehicle towing, delays over 10 minutes, or any incidents requiring police, fire, or HERO assistance—within 15 minutes of the initial disruption.
15) The Contractor shall ensure all service interruptions are recorded in the Gwinnett County software with accurate documentation and spelling and inform Ride Gwinnett Customer Service and the County of any events that may disrupt service.
16) The Contractor shall be responsible for revenue collection and cash handling and accurately reporting fares to Ride Gwinnett/the County for monthly reconciliation.
17) The Contractor shall be responsible for the collection, reconciliation, and accounting for all passenger cash fares collected. The County shall review and compare financial reports from the back-office system and deduct monthly fares from the contractor's monthly invoice.
18) The Contractor shall supply all non-revenue vehicles, including their related maintenance and fuel.
19) The Contractor shall provide all radio communication equipment for revenue and non-revenue vehicles.
20) The Contractor shall provide computer hardware, wiring, DSL or cable service, and computer software (including vehicle diagnostic software, data links, etc.).
21) The Contractor shall provide personnel uniforms.
22) The Contractor shall assist with operations and marketing planning as needed.
23) The Contractor shall be responsible for the security of vehicles and operation/maintenance facilities.
24) The Contractor shall maintain a contingency plan for service disruptions.

25) The Contractor shall provide telephone equipment and phone lines for interaction with the customer service contractor and the client.
26) The Contractor shall implement a Preventive Maintenance Program (OEM or Approved Equal per manufacturer guidelines) that meets FTA SGR requirements, Ride Gwinnett's Fleet and Facility Maintenance Plan requirements, and applicable standards.
27) The Contractor shall maintain parts inventory necessary for revenue vehicle and equipment maintenance, ensuring quantities required for revenue service are always available.
28) The Contractor shall provide all essential support vehicles for supervisors, operator relief, and maintenance at the North facility. Revenue vehicles may not be used for support functions without explicit approval from the Transit Division Director, except in emergencies.
29) The Contractor shall maintain all necessary support vehicles to ensure adequate mobility for field supervision, operator relief, and reliable road maintenance/towing services, either in-house or through contracts.
30) The Contractor shall provide tires (including TPMS sensors if applicable) for all revenue and non-revenue vehicles.
31) The Contractor shall provide maintenance and shop tools/supplies.
32) The Contractor shall manage and maintain parts inventory, including CAD/AVL, in-vehicle camera systems, and fare collection systems.
33) The Contractor shall provide fluids and lubricants required for revenue vehicle maintenance, servicing, and cleaning.
34) The Contractor shall implement a revenue vehicle cleaning, fueling, service, and maintenance program.
35) The Contractor shall perform revenue vehicle body maintenance, including accident damage repair.
36) The Contractor shall perform heavy maintenance, such as engine and transmission repairs and rebuilds, either directly or via subcontractors.
37) The Contractor shall provide vehicle towing services.
38) The Contractor shall maintain and repair wheelchair lifts/ramps and related equipment.
39) The Contractor shall ensure proper disposal of hazardous waste in compliance with EPA, Georgia, and local standards.
40) The Contractor shall provide vehicle fuel (diesel, gasoline) and DEF for revenue service as required.
41) The Contractor shall provide support vehicle fuel unless otherwise noted.
42) The Contractor shall procure matching fabric/cushions as needed for replacement.
43) The Contractor shall provide pest control services.
44) The Contractor shall maintain, troubleshoot, and repair CAD/AVL systems and in-vehicle camera systems.

45) The Contractor shall maintain, troubleshoot, and repair fare collection system components as needed.
46) The Contractor shall report any upkeep needed for revenue service bus stops and shelters.
47) The Contractor shall ensure all road support vehicles are stocked with spill kits and fire extinguishers.
48) The Contractor shall provide a Driver Vehicle Incident Report (DVIR) booklet to be used for pre-trip and post-trip inspections of revenue servie vehicles by bus operators.

Complaint, Inquiry, and Commendation Handling

Requirement	Standard	Timeline	Notes
Response and resolution to general complaints	Investigation and provide a written response	Within two business days	All communication should be communicated through Transtrack or County designated software
Complaint retention	Maintain in the County-approved database	Continuous	Categorize per County agreement, monthly and annual reporting required
Safety/operational deficiencies	Immediate phone notification to the County Transit Division Director	Immediate	Email the written report by the next business day

The Contractor shall ensure **all complaints, regardless of origin**, are logged into the County's designated system (currently TransTrack) and routed to the appropriate department within the timeframes listed above.

6.2.2 Client (the County) Responsibilities

1) The County will be responsible for oversight of the County's fixed route, paratransit, and microtransit services.
2) The County will be responsible for providing a revenue vehicle fleet and associated technology outlined in this RFP.
   a) The County will supply all necessary revenue vehicles for fixed route, paratransit, and microtransit services at the beginning of this Contract and reserves the right to add or remove vehicles as needed throughout the Contract. Attachment 6 provides a list of the revenue vehicles currently in the fleet.

    1) If the County provides additional vehicles in the future, the Contractor must acknowledge receipt upon delivery. Acceptance will follow the “Turn-Over” procedures outlined in Section 11 below.
3) The County will be responsible for establishing route, service level, and fare policies.
4) The County will be responsible for approving all procedures, programs, and plans as required in the RFP and for monitoring the Contractor’s compliance.
5) The County may require the Contractor to participate in community discussions and meetings. The Contractor will not be reimbursed for these meetings or discussions.
6) The County will be responsible for service planning.
7) The County will be responsible for marketing, public relations, and advertising.
8) The County will be responsible for maintaining and updating the transit website.
9) The County will be responsible for coordinating with other transit providers in the region.
10) The County will be responsible for revenue vehicle shelter, bus stop, and sign installations.
11) The County will be responsible for the maintenance and repair of Gwinnett County–owned facilities and revenue bus stops.
12) Monthly, the County will assess the Contractor's performance with respect to operational performance, complaints, safety performance, vehicle availability, vehicle maintenance issues, and adherence to other County requirements and performance standards outlined in this Request for Proposal.

6.3 Operations

1) The County is looking to hire a Contractor to operate, maintain, and manage all services identified in this Request for Proposals (RFP). The selected Contractor will assume the lease of the current North facility. The Scope of Services to be performed by the chosen Contractor includes the specific services outlined below, and the Reporting Requirements in Section 9.
2) The Contractor shall provide the necessary management, technical, and operational services for fixed routes, microtransit, and paratransit services as the County requires. The Contractor shall assist and cooperate with the County to provide high-quality transportation services.
3) The Contractor must collaborate closely with the County on operations, monitoring, reporting, and service performance measurements.
4) The County may provide other services; however, they will be procured outside of this Contract.
5) The Contractor will promptly respond to any inquiries, concerns, or requests from the County.
6) The County will be the primary contact for all media inquiries related to their services. The Contractor will assist in preparing information to support responses to these media inquiries. If directed by the County, the Contractor may also be asked to assist in responding to the media.

7) The Contractor shall assist and cooperate with the County in establishing and implementing various operating policies as directed by the County. These policies will address local, state, and federal laws, regulations, and ordinances, including clean air standards, idling regulations, noise control, and other relevant requirements.
8) The Contractor must develop and submit a supervisory and monitoring plan to the County for approval during the turnover period. This plan and associated procedures must outline the methodology for monitoring tasks.
    a) The Contractor must submit an acceptable plan to the County at least 30-ays before the start of contract service operations.
9) The Contractor shall perform all active dispatch duties, which include operator sign-in, sign-out, and vehicle route assignments. A dispatcher must always be present in the dispatch office when the County's fixed route, paratransit, and microtransit services are operational. Dispatchers will be responsible for actively monitoring vehicle performance and proactively adjusting to ensure buses remain on schedule.
10) The County will not cover the costs for a service trip or revenue vehicle driven by a supervisor, manager, safety personnel, or any other staff not classified as an operator during revenue service. This is only permissible if the Contractor has received prior authorization from the County.
    a) The Contractor must maintain records and provide them to the County upon request. These records must include the names of supervisors who worked on the County's fixed route service, paratransit, and microtransit, and the hours worked each day.
11) The Contractor shall provide all necessary equipment and services for the operation and management of all services unless expressly stated to be supplied by the County.
12) The Contractor is responsible for ensuring the security of the fareboxes on revenue vehicles and the associated revenue collection system. Operators must promptly report any fareboxes or fare system equipment issues to Central Dispatch. The Contractor must immediately resolve any problems with the farebox or fare system equipment by verbally instructing operators, dispatching a supervisor, or contacting maintenance personnel to replace the vehicle.
13) Some of the County's fixed routes and the complementary paratransit service interface with MARTA rail stations.
14) Where direction or authorization from the County is required for a particular change, the affected entity must provide such direction or authorization.

6.3.1 Use of Vehicles/the County Assets

1) The Contractor shall not enter into any agreement with another party for using equipment and/or personnel dedicated to this service without obtaining written consent from the County.

2) At no time should personnel use the Client's vehicles for personal purposes or take service vehicles home.

6.3.1.1 Capital Items Provided by the County

1) The County will retain the title to all capital items provided. The Contractor is responsible for maintaining proper property control records for all property furnished by the County, following sound industry practices, and subject to approval by the County.
2) The Contractor shall maintain all equipment according to County Capital Management, Transit Asset Management (TAM) (Attachment 11), and Fleet & Facilities plans.

6.3.2 Fixed Route

1) The Contractor is responsible for delivering fixed route services. This includes providing sensitivity and customer service training for all personnel, such as operators , road supervisors, and dispatchers. The Contractor must provide training records to the County upon request.
2) The County will reimburse the Contractor for fixed route services on a per-revenue-hour basis.
3) The Contractor will manage the County's fixed route service using vehicles provided by the County, adhering to established schedules. They must submit schedule blocks and run cuts for approval, ensuring compliance with specifications. The County will inform the Contractor of any route or schedule changes that the Contractor must accommodate. The service aims to deliver reliable transit in accordance with the Master Schedule (Attachment 5), focusing on professionalism and providing a positive passenger experience. Due to funding or directives, revenue hours and vehicle requirements may change during the Contract. Written approval from the County's Transit Division Director or designee is required for any adjustments.
4) The Contractor may deviate from established routes to avoid construction work, disabled vehicles, or other obstructions within the public right-of-way. The Contractor must provide alternative service to any customer stranded due to the route deviation. All deviations must be reported immediately to the County and Customer Service.
5) If the County's local service is over ten (10) minutes late, the Contractor must promptly report this to the County and customer service and implement corrective actions. They should establish procedures, subject to the County's review, to determine the causes of delays and ensure recovery. An effective monitoring program is crucial. Contractors are also responsible for daily monitoring, data collection, and reporting on operational metrics, including passenger boardings and service incidents.
6) Given the service area's size, careful evaluation of street supervision staffing is critical. Contractors must consider traffic density and incident response time when determining appropriate staffing levels and locations. The County demands quick response times to any service incidents.

7) The Contractor is responsible for adjusting the levels of transit monitoring personnel (road supervision) and can assign existing staff with other permanent duties to help maintain a consistently high quality of service. The County must approve the monitoring plan and procedures.
8) The Contractor shall perform all scheduled services in compliance with the County's operating standards for service performance. Services will be provided as requested or by any adjusted schedules set by the County, including route modifications as outlined in Section 6.3.4. The Contractor shall only provide vehicle revenue hours for scheduled periods.
9) The Contractor is responsible for operator relief and must maintain the continuity of service. In the event of a significant service disruption, the Contractor must immediately notify the County. If the Contractor cannot provide alternative services, the County may choose to secure the necessary services from other sources. The Contractor will be liable for all associated costs incurred in such cases.
10) The Contractor is responsible for controlling farebox locks and keys.
11) The Contractor shall ensure that there are no incomplete trip segments and that ALL trips are completed to the final time point.

6.3.3 On Demand

1) The Contractor is responsible for delivering on-demand services. This includes providing sensitivity and customer service training for all personnel, such as operators, road supervisors, and dispatchers. The Contractor must provide training records to the County upon request.
2) The County will reimburse the Contractor for on-demand services per revenue hour. An on-demand trip is the transport from the first pick-up to the last drop-off. The following activities and items do not qualify as a trip and will not be reimbursed:
    a) "Deadhead" trips, which refer to travelling without passengers from the garage to the first pick-up and last drop-off back to the garage. These are not considered trips.
    b) Travel to and from the bus base facility or to and from the designated starting or ending points of service is not counted as a trip.
    c) Passenger no-shows, missed trips, or cancellations, as outlined in Section 6.3.3.1 of the paratransit Standards, will not be classified as trips.
    d) Transporting personal care attendants and/or companions.
3) The Contractor is responsible for meeting the County’s requirements regarding service delivery. The Contractor will be required to notify customer service in case of an unavoidable delay.
4) The on-demand program must have a strong supervision component to ensure adequate street supervision while vehicles operate. This includes accurately reporting data related to fares, mileage, revenue trips, and incidents for all on-demand services.

5) Supervisors must conduct an on-time check for 10% of all daily trips, specifically at the pickup or drop-off locations of the scheduled trips. Same-day cancellations and no-shows are excluded from this 10% count. Daily time check reports must be documented and made available to the County upon request.
6) Operators must operate the wheelchair lift and secure wheelchairs and other mobility devices. They must ensure that all passengers in wheelchairs or other mobility devices are adequately secured with seatbelts and wheelchair restraining systems.
7) The Contractor is responsible for using on-demand dispatching software provided by the County to run operations, track operational metrics, and dispatch.

6.3.3.1 Paratransit

1) The Contractor provides a complimentary paratransit service that fully complies with the Americans with Disabilities Act of 1990 (ADA) and all relevant GDOT regulations (referencing 49 CFR Part 37). This service will follow the fixed route revenue vehicle service schedule, including any updates. While the County offers curb-to-curb transportation, it will make accommodations for passengers needing additional assistance due to a disability.
2) The Contractor is responsible for delivering paratransit services. This includes providing sensitivity and customer service training for all personnel, such as operators, road supervisors, and dispatchers. The Contractor must provide training records to the County upon request. All staff must comply with ADA regulations and possess strong customer relations skills. Operators who have not completed On-Demand service training, including those on the extra board, cannot drive this service.
3) The Contractor shall provide complimentary paratransit service to locations within the core service area, extending three-quarters of a mile on either side of each local fixed route bus stop throughout the County.
4) To view the area covered by the complimentary paratransit service and the paratransit rider's guide, please visit the County website at https://www.gwinnettcounty.com/departments/transportation/gwinnettcountytransit/paratransitinformation.
5) The number of trips and revenue hours may vary during the contract term, and past data should be used as approximations only. Service levels can change based on demand, the characteristics of fixed routes, the County budget, and changes in ADA regulations. As of December 2024, some 505 individuals hold a County ADA paratransit certification. The County operated an annual service level of 15,676 VRH and 219,555 VRM in 2024. This paratransit service completed a total of 18,666 trips.

6.3.3.1.1 Paratransit Service Delivery Standards

1) The Contractor must meet or exceed the minimum ADA paratransit performance standards:

a) A paratransit trip is considered on time if the vehicle arrives at the pickup location within the designated 30-minute window.
    1) The on-time performance target threshold for paratransit service is 90%; this is the lowest acceptable percentage on time for Paratransit trips.
b) Untimely drop-offs shall be defined as:
    1) Dropping a rider off thirty (30) minutes or more before the rider's scheduled appointment time.
    2) Any passenger dropped off after their appointment.

2) Operators must wait five (5) minutes within the pick-up window at the trip origin after the scheduled pickup time or from operator arrival time before classifying a passenger as a no-show. If a passenger is a no-show, operators must notify dispatch, who must approve and log the incident for accountability.
3) A missed paratransit trip shall be defined as:
    a) Caused by the Contractor and not the rider.
    b) Trips that are requested, confirmed, and scheduled but do not take place.
    c) The vehicle arrives and departs before the pickup window starts, not picking up the rider, and the rider has not indicated they are no longer interested in the trip.
    d) The vehicle arrives after the pickup window has closed and leaves without picking up the rider, either because the rider is not present or has declined the trip, as it is too late.
4) The FTA and the County define the standard for paratransit trip length as:
    a) Paratransit service is a shared-ride system, unlike Transportation Network Companies (TNCs), which provide direct trips. A paratransit trip should take a similar amount of time as a trip on the fixed route, including time to reach the bus stop, wait, ride, transfer, and travel to the destination.
    b) The County requires that if paratransit services extend beyond the service corridor, the standard defines the trip length as at most twice the direct automobile ride time.
5) The Contractor shall provide details regarding tracking and monitoring these standards in their proposal.

6.3.3.2 Microtransit

1) Microtransit is a shared, on-demand transportation service that utilizes technology to offer flexible schedules within a specific area or zone. It is comparable to traditional demand-response transportation, such as paratransit, but allows for shorter advanced reservation times.
2) The Contractor must meet or exceed the minimum performance standard:
    a) A microtransit trip is considered on time if the vehicle arrives at the pickup location within the designated 10-minute window.

    1) The on-time performance target threshold for microtransit service is 90%; this is the lowest acceptable percentage for microtransit trips.
3) The operator will wait no more than two (2) minutes within the customer pick-up window for the passenger before it will depart and count the trip as a 'no show.' The operator will wait no more than five (5) minutes within the pick-up window at the trip origin after the scheduled pickup time or from the operator's arrival time for ADA accessible customers. If a passenger is a no-show, operators must notify dispatch, who must approve and log the incident for accountability.
4) A missed microtransit trip shall be defined as:
    a) Caused by the Contractor and not the rider.
    b) Trips that are requested, confirmed, and scheduled but do not take place.
    c) The vehicle arrives and departs before the pickup window starts, not picking up the rider, and the rider has not indicated they are no longer interested in the trip.
    d) The vehicle arrives after the pickup window has closed and leaves without picking up the rider, either because the rider is not present or has declined the trip as it is too late.
5) The Contractor shall provide details regarding tracking and monitoring these standards in their proposal.
6) The number of trips and revenue hours may vary during the contract term, and past data should be used as approximations only. Service levels can change based on demand and the County budget. The County operated an annual service level of 27,653 VRH and 270,252 VRM in 2024. This microtransit service totaled 45,875 trips completed.

6.3.4 Modifications and Service Changes

1) The County reserves the right to modify or adjust the services and/or vehicles provided under this Contract at any time. These modifications may include, but are not limited to, adjusting the service area, temporarily or permanently changing routes, reallocating vehicle revenue hours, and altering the frequency of service.
    a) The County modifies services during the following holidays:
        1) New Year's Day: No local, microtransit, or paratransit service will run.
        2) Martin Luther King Jr Day: Local, microtransit, and paratransit service operates on a Saturday schedule.
        3) Memorial Day: No local, microtransit, or paratransit service will run.
        4) Independence Day: No local, microtransit, or paratransit service will run.
        5) Labor Day: No local, microtransit, or paratransit service will run.
        6) Thanksgiving: No local, microtransit, or paratransit service will run.
        7) Day after Thanksgiving: Local, microtransit, and paratransit service will operate on a Saturday schedule.

8) Christmas Eve: Local, microtransit, and paratransit service will operate on a Saturday schedule.
9) Christmas Day: No local, microtransit, or paratransit service will run.

b) Changes to the revenue vehicle fleet do not apply to a service change for this section.

2) Process for Service Changes: During the Contract period, the County will re-evaluate ridership changes, service hours, trip demand, capacity constraints, and on-time performance to determine whether the current level of service is no longer meeting the County's established standards or requirements. The County will provide a written request for the Contractor that includes the following:
   a) A timeline for implementing the service change.
   b) An estimate of the costs or savings associated with the proposed change.
   c) An assessment of how the change will impact existing operations.
   d) The need for any additional capital equipment is required for the change.
3) Additionally, the Contractor may propose service changes for review by the County and suggest alternatives or modifications to their proposed services.
4) In the event of a declared emergency, the Contractor shall deploy vehicles in accordance with the directives provided by the County as part of the transportation emergency operations plan. In case of a declared medical emergency, such as a pandemic, the Contractor will implement the approved standard operating procedures (SOPs) to ensure the safety of their staff, the County staff, and customers.
5) The Contractor will comply with state, federal, and local health guidelines as issued. The County may adjust service level requirements as necessary during the emergency.
6) The Contractor must activate the Service Continuity Plan immediately in the event of a service disruption. This includes assigning additional operators, dispatching replacement vehicles, and sending equipment from a staging area to minimize waiting times. If vehicles are disabled, other revenue vehicles will be dispatched to pick up stranded passengers.
7) The Contractor must establish a reliable communication system to promptly inform the County and Customer Service of service interruptions via text or alerts.

6.3.4.1 Temporary Service Modifications

1) The County may instruct the Contractor to implement temporary changes to the services provided or schedules to resolve short-term operational issues.

6.3.4.2 Other Route and Service Modifications

1) The Contractor is responsible for implementing modifications and providing assistance as needed due to non-recurring events, such as accidents and inclement weather. Additionally, route and service modifications required due to recurring events, such as street closures for

special events, must be approved by the County. In an emergency, the Contractor must promptly modify schedules and routes to ensure public safety or as directed by the County.

6.3.4.3 State, Regional, or County-Wide Emergencies

1) Upon the Governor of Georgia or the Chairperson of the County Board of Commissioners declaring an emergency, the Contractor may be responsible for various transportation-related activities. This includes implementing emergency travel routes and coordinating with other standard carrier services agencies.

6.3.4.4 Revenue Vehicle Breakdown

1) The Contractor will provide a spare revenue vehicle if a revenue vehicle breaks down. The County reserves the right to establish additional criteria for a timely response during breakdowns.

6.3.4.5 Service Continuity Plan

1) The Contractor shall develop a Service Continuity Plan to maintain service at normal levels. The Contractor is expected to take proactive measures to prevent or minimize any inconvenience experienced by passengers, ensuring their safety and comfort.

6.3.5 Special Event Service

1) In addition to regular service operations, the Contractor may, upon receiving specific written authorization from the County, provide exceptional transportation services on an occasional basis, including promotional appearances, specially planned trips, etc.
2) The rate for these special event services will apply from the start to the end of the scheduled revenue service, excluding any deadhead time.
3) There is no minimum number of hours guaranteed for special events. These events can be scheduled on any day of the week and at any time.
4) No transit revenue vehicles shall be used for charter services, unless authorized by the County.
5) The County expects the vehicles used for these events to be spotless and prompt.

6.4 Maintenance

The Contractor shall:

1) Ensure sufficient vehicles are available at each County location for service delivery as scheduled, maintaining a 20% SPARE RATIO for each vehicle type.
2) Maintain vehicles so that the miles between chargeable road calls remain above mileage levels established for the County fleet. When road calls are calculated for the fleet, the miles between major road calls shall remain above 15,000 miles, or the current County program target for major road calls.

3) Service vehicles use a preventive maintenance process that will minimize vehicle breakdowns during service. The Contractor will provide preventive maintenance procedures.
4) Maintain the County's vehicles in new or like-new conditions, given age, and service.
5) Develop and refine a program for tracking component failure and replacement history, allowing replacement to occur before components fail.
6) Establish a product improvement program in which components with sub-standard performance are analyzed to determine the cause of failure, with corrective action including testing and evaluating alternative products.
7) Make sure that the vehicles available for service have all equipment functioning correctly and that the interior is free of any signs of wear and tear, such as cuts or holes in the upholstery, or worn paint from scrapes and scratches. The exterior of the vehicle should be free of graffiti.
8) Have responsibility for ensuring that vehicles used to deliver the County's service conform to all applicable federal, state, county, and local safety regulations. This includes, but is not limited to, proper operating equipment, emissions standards, and safety standards.
9) Participate in the County's decision process for vehicle replacement, providing research and evaluation support of recommendations for vehicles and options to be purchased.
10) Make recommendations for vehicles to be retired, based on repair records, condition of the vehicle, and major repairs pending.

6.4.1 Maintenance Records

1) The County intends to procure a Maintenance Management Information System (MMIS) at some point during this contract term that will serve as the central platform for all vehicle maintenance operations. The Contractor shall be required to use this system for managing work orders, scheduling preventive maintenance, tracking parts inventory, logging technician labor, and reporting key performance indicators. The system will be configured to align with the County's operational standards and reporting requirements. Once implemented, the Contractor will be responsible for the coordination and any costs associated with integration into the Contractor's MMIS if deemed necessary.
2) The Maintenance Contractor shall prepare, maintain, and make available to the County all records and data related to the maintenance of the assigned County transit revenue vehicle fleet and vehicle-related equipment, furnishings, and accessories. The fleet maintenance system shall be automated and shall be part of the Contractor's Maintenance Management Information System (MMIS) and electronic reporting system. The County shall have full access to the Contractor's MMIS. The Contractor's MMIS system shall be required to be fully compatible with the County's Enterprise Asset Management (EAM) software systems. The Contractor shall maintain an individual electronic vehicle history file for each Revenue Vehicle to include, by date of action, all preventive and repair maintenance functions, including warranty work, inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor

expended on each vehicle, and any other information deemed necessary by the Contractor and the County. Paper and electronic versions of these files shall be organized by vehicle number.

3) The Contractor is responsible for keeping the vehicle file current throughout the term of the Contract and shall make available complete copies of all vehicle files to the County at any point during the Contract and at the end of the Contract. Electronic files shall be provided in a compatible format to upload into the County's EAM system. The Contractor shall provide documentation to the County within ninety (90) days before the Contract service start date, affirming compatibility of the Contractor's and the County's MMIS/EAM systems and a draft of the Contractor's maintenance record format for the County's approval.
4) The County or its agent/representative shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the vehicle operations and maintenance facility for the duration of the Contract. The County shall use all such records to enable it to evaluate the Contractor's maintenance performance accurately.
5) The Contractor shall prepare and maintain maintenance records in the form approved by the County. Such records shall include, but not be limited to, the following:
    a) Driver Vehicle Inspection Report (DVIR) - The Contractor's Maintenance Department will review, coordinate follow-up actions, sign off on completed repairs, and file DVIRs that the Operators fill out.
    b) Work Orders shall be made for all tasks, including all warranty and subcontracted tasks, performed on the County's vehicles. The Contractor is required to create work orders for all subcontracted and warranty repairs. Work orders shall include vehicle number, vehicle life to date (LTD) mileage when the work order is opened, dates of complaint and/or repair, technician name, reported complaint, cause, correction details, labor hours, and materials.
    c) It is imperative that all warranty repairs must be entered into the Contractor's MMIS in the form of work orders, including all parts information, labor entries, and comments. The County must be able to run specific, detailed warranty reports using these systems.
    d) Other Data to be Maintained.
        1) Major and minor failure reports, which are numbered, and identify the date, time, vehicle number, route number if in service, problem, and LTD mileage on the vehicle. System Defect Reporting.
6) The Contractor will perform unscheduled maintenance on the vehicle system when a vehicle operator reports an issue through the following channels:
    a) The County Pre-trip or Post-trip Inspection Reports
    b) The County Defect Report
    c) Operator Radio Problem Report
    d) Road call reported to the County's Operations Manager, Dispatch, and Customer Service

e) The Contractor will complete the Operator Radio Problem Report form (or other identified document) to record the actions taken to troubleshoot or repair the defective equipment.

6.4.1.1 System Troubleshooting

3) When troubleshooting a reported defect, the technician will perform steps including but not limited to:
   a) Attempt to reproduce and confirm the defect.
   b) Attempt to isolate behavior to a specific component, for example, a communications failure could be due to a problem with the handset, wiring, the CoPilot, or antennas.
   c) Rule out issues with data communication.
   d) Determine whether the component is defective using the test bench or cross-checking with another vehicle.
4) When a component fails, maintenance personnel replace it with a part from the inventory. The Maintenance Contractor shall track failed components and package them for shipping back to the vendor.
   b) Maintenance records for each vehicle, which provide the following information at a minimum:
      1) Make, model, and model year.
      2) Vehicle Identification Number (VIN) and the County fleet number
      3) The County ID number and serial number of installed County equipment (if the component is serialized). This includes, but is not limited to, fare collection equipment components, communications equipment, and other items as required.
      4) Major component serial numbers, such as engine, transmission, radiator, etc.
      5) License number.
      6) Date the vehicle was received.
      7) In-service date with Contractor.
      8) Life miles.
      9) All vehicle repairs (corrective maintenance), with work orders that support the repair, parts cost, and labor cost. Work orders must be signed by the technician performing the repair, whether the technician is in-house or a third-party contractor.
      10) All preventative maintenance actions, including inspections, with work orders that support the repair, parts cost, and the technician must sign the labor cost to perform the repair, whether the technician is in-house or a third-party contractor.
      11) Rebuilds and major component replacements, including date and life miles at time of replacement/rebuild and major component serial number if serialized. All major repairs, including replacement or rebuild of critical components must be approved in advance by the County.

12) Removed and replacement parts (and their serial numbers), labor, and all other costs shall be entered into the system.
13) All subcontracted repairs, including subcontractor name, materials, and labor, shall be entered into the system.
14) All warranty repairs, including repairs, services, or retrofits performed by the Contractor, warranty provider, component, or vehicle manufacturer, including the name of the service provider, materials, and labor, shall be entered into the system.
15) Warranty repairs, specifying the nature of the warranty repair (parts, parts and labor, labor only, cash payment).
16) Preventive maintenance inspection (PMI) reports.
17) Driver Vehicle Inspection Report (DVIR).
18) Tire data, including date of installation, position on the vehicle, and tire-pressure monitoring system (TPMS) identification number if applicable.
19) Oil and transmission fluid analysis records for the designated intervals, by vehicle number, with life-to-date miles at the time of the sample.
20) Fuel, DEF, engine oil, transmission oil, and coolant daily usage.
21) Mileage to be identified on all work orders and daily fuel and service reports.
22) Failures/Road call information
24) Audit trail for work order (WO) to include at a minimum but not limited to, name, date, and time of the person who initiated the WO; name, date, and time of technician(s) working on the vehicle: and name, date and time of the person who closed out the WO.

3) All data required to support the State of Good Repair (SGR) database to ensure compliance with federal requirements, including but not limited to date, Revenue Vehicle, subsystem, failure code (type of failure, specific components replaced), type of maintenance (PM, CM), etc. The Contractor shall be required to provide a glossary of all codes and their definitions used to record data to the County.
4) The Contractor shall maintain the Preventive Maintenance Inspection reports and the oil and fluid analysis records as permanent entries into the vehicle history. The Contractor shall maintain the Driver Vehicle Inspection Report (DVIR) for a minimum of three (3) years unless they are in electronic format. If they are kept electronically, they shall become a permanent part of the vehicle's history. If manually produced, certain DVIRs may be required to be maintained for more than three years, with notice given by the County, or at the Contractor's discretion, pending incident resolution or litigation.
5) In the event vehicles are retired or removed from service, all vehicle records shall be stored and provided to the County.
6) The Contractor is responsible for coordination and any costs associated with implementation and connection with the County's EAM system and it must be fully operational on the Contract service start date.

6.4.2 Maintenance Database

1) The County will provide a comprehensive maintenance database for tracking road calls, repairs, shop hours, and other maintenance activities. The Contractor shall enter timely and accurate data as directed by the County.
2) The Contractor must accurately record and maintain vehicle repair and maintenance information within the County's computer database regardless of any database it may have in use.
3) Records should be maintained for all vehicles, detailing all warranty work, preventative maintenance, and all vehicle repairs performed. The Contractor shall perform data entry so that all vehicle assignment changes are made in the database by the following weekday, and documentation of all repairs is entered on the day the repairs are performed. Data will be prepared and stored electronically, using the software provided by the County. Computer records will be maintained using the County's standard software, Microsoft Office: Word, Excel, and Access.

6.4.3 Vehicle

6.4.3.1 Vehicle Preventive Maintenance Program

1) An effective Vehicle Preventive Maintenance Program is essential to the performance of this Contract. The assigned transit Revenue Vehicles in service shall be safe for operation on public streets and freeways and meet all requirements in the federal and state motor vehicle safety standards for Revenue Vehicles, Paratransit, and Microtransit equipment. If a regulatory agency revokes the permits to operate the vehicles in this service because of unsatisfactory inspection ratings, the vehicles shall not be put into operation.
2) At a minimum, the Contractor shall maintain the assigned transit Revenue Vehicles and installed equipment, including accessibility features, in conformity with the original equipment manufacturer's preventive/scheduled maintenance requirements and the Fleet and Facility Maintenance Plan. Only Original Equipment Manufacturer (OEM) or OEM-approved parts and supplies, or the County's Approved Equals, shall be used. The Contractor shall ensure that all tasks performed will maintain the vehicle's OEM or the County's revised configuration. This includes, but is not limited to, the wiring configuration and clamping, power and drive train components, air and brake systems, and body assembly. No variation or vehicle system modifications will be allowed without written authorization from the County.
3) The Contractor shall develop and submit a proactive Preventive Maintenance Program for each vehicle type, farebox type, and technology system. At a minimum, the Preventive Maintenance Program should adhere to the preventive maintenance schedules and standards of the industry and manufacturer. It should be sufficient so as not to invalidate or lessen warranty coverage of any assigned transit, Paratransit, or Microtransit vehicle or component. The

selected Contractor will propose a Preventive Maintenance Program, utilizing fixed-point intervals, including levels of inspections, and the type of inspections and/or component service at each interval.

4) The Preventive Maintenance Program at a minimum shall include/address the following:
   a) Safety equipment
   b) Fire suppression system.
   c) Engine/transmission
   d) Hybrid drive system components (including drive unit, coolers, batteries, etc.)
   e) Fuel tanks and related valve/vent systems.
   f) Air systems
   g) Cooling systems
   h) Electrical systems
   i) Hydraulic systems
   j) Charge air cooler systems.
   k) Steering
   l) Breaks
   m) Suspension
   n) Axles
   o) HVAC systems
   p) Wheelchair lifts
   q) Ramps and revenue vehicle kneeling features.
   r) Destination signs
   s) Lighting (interior and exterior)
   t) Seating
   u) Accessories
   v) Emergency egress
   w) Push out windows.
   x) Emergency hatches and doors
   y) Emergency lighting
   z) Body damage
5) As new technology is added to existing vehicles, or as new vehicles are added to the fleet, the Contractor shall be responsible for submitting new Preventive Maintenance plans in line with OEM requirements to the County for review and approval. When two service categories are provided by the manufacturer, such as “normal service” and “severe service,” the severe service category guidelines will be used in establishing the Preventive Maintenance Program by the Contractor. All preventive/scheduled maintenance (including, but not limited to, vehicle PM inspections, brake inspections, interior cleaning, upholstery shampoo, climate control inspections) is monitored by the County staff.

6) The Contractor shall not defer maintenance on vehicles requiring repair following a preventive maintenance inspection. All items identified as needing repair during normal operations shall be repaired promptly and efficiently, consistent with the County's Fleet and Facilities plans (not to exceed three (3) days). The Contractor shall not place into service vehicles with identified safety defects or vehicles that have not had items identified during the preventive maintenance inspection repaired. Vehicle safety violations identified by the County, or its designee, shall require the vehicle to be placed out of service until satisfactory repairs are completed. Adherence to preventive maintenance inspection (PMI) schedules shall not be regarded as a reasonable cause for deferred maintenance in specific instances where the selected Contractor's employees observe that maintenance is needed in advance of said PMI schedule.
7) The Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of the County. The PMIs and running repairs should receive priority in the use of the Contractor's maintenance resources. The Contractor shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by the County. The Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet the County's maintenance requirements.
8) The County (and/or designee) shall perform independent audits of vehicle maintenance and preventive maintenance records, component maintenance records, and perform spot-checks of vehicles and technology to ensure PMI and repairs are completed and work performed satisfactorily.
9) All County-provided Revenue Vehicles will have valid vehicle registration and a permanent license plate provided by the County. It is the Contractor's responsibility to obtain a Peach Pass from the State Road and Tollway Authority (SRTA) and affix it to all the County's Demand Response revenue vehicles and all Contractor vehicles used to provide services for this Contract. All revenue vehicles must carry Contractor proof of insurance in addition to the current registration.
10) The Contractor shall be responsible for the safe and efficient maintenance of all assigned transit Revenue Vehicles and installed on-board equipment, including the fare collection equipment described below, required in connection with its operation of the County's transit service in a clean, safe, sound, and operable condition at all times, and fully in accord with any OEM Specifications and Requirements, in strict conformity to the selected Contractor's approved Preventive Maintenance Program, and applicable requirements of any federal, state, or local statute or requirement. All assets must be maintained to a State of Good Repair (SGR) rating or higher. The asset must fully operate and perform its designed function and not pose a known unacceptable safety risk.

11) The Contractor's duty and responsibility to maintain all vehicles and equipment shall not be delegated to any other person, firm, or corporation. The Contractor may subcontract work, but final responsibility for the vehicle's appearance, condition, quality of repairs, and repair expediency remains solely with the Contractor.
12) The Contractor must provide a list of subcontractors, which the County must approve before subcontracting the work.
13) All parts, materials, tires, lubricants, fluids, oils, and procedures used by the Contractor on all assigned transit Revenue Vehicles and installed on-board equipment shall meet or exceed OEM Specifications and requirements. All parts installed on all assigned transit Revenue Vehicles and equipment shall become the property of the County.
14) The Contractor shall provide all:
    a) Labor
    b) Repairs
    c) Parts and Supplies
    d) Maintenance tools and equipment (in addition to tools and equipment provided by the County)
    e) Diagnostic equipment and software
    f) Lubricants and all fluids
    g) Maintenance
    h) Cleaning
    i) Major Components
    j) Component rebuilding and replacement
    k) Such other components, facilities, and services which may be required to fulfill its maintenance responsibilities pursuant to the Contract (in addition to those provided by the County)
    l) Computer Software fully compatible with current and future revisions/procurements of the County's software for tracking maintenance activities
    m) Tires and wheels

6.4.3.1.1 Vehicle Preventive Maintenance Inspections

Generally, the selected Contractor's Maintenance Program shall include the following:

1) All wheelchair lifts, ramps, wheelchair restraint systems, seat tracks, revenue vehicle kneeling, and related equipment must meet all ADA, federal, state, and local requirements. All wheelchair lifts, ramps, kneeling features, and related equipment shall be inspected, serviced, and lubricated at intervals necessary to ensure that wheelchair lifts, kneeling features, and ramps are safe and fully operational before and during use in Revenue Service. Operator pre-trip inspections must be utilized to check lift/ramp operation before pulling out of the garage. If the lift/ramp is inoperable at the time of pull-out, the Revenue Vehicle must be repaired or

traded before leaving for Revenue Service. When a lift/ramp is discovered to be inoperative, the Contractor must take the vehicle out of service. Repairs must be made before the vehicle is used in the Revenue Service.

2) Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system, per the manufacturer's specifications. The Contractor utilizes an approved brake lining gauge to measure brake lining wear. The Contractor shall measure brake chamber push rod stroke on vehicles equipped with drum air brakes to ensure the stroke is within the OEM specifications. Revenue Vehicle air disc brakes shall be inspected per APTA, and OEM brake inspection recommended practices. Brake repairs shall be completed to the following standards:
   a) Drums shall not be turned.
   b) Rotors may be turned in accordance with brake manufacturer recommendations.
   c) Brake system components shall be replaced in sets on an axle, e.g., a right rear slack adjuster found nonfunctional would require replacement of the right and left rear slack adjusters. Left and right brake sets on an axle shall be replaced at the same time.
   d) Per NTSB recommendation H-06-8, automatic slack adjusters are not to be manually adjusted. They must be replaced if found to be worn or defective.
   e) Vehicle OEM friction material shall be used unless the tested friction material has been approved for use by the County.
   f) Wheel seals shall be replaced, and wheel bearings shall be inspected on every brake job.
   g) Brake performance testing shall be conducted by the Contractor following all brake system maintenance and repairs, as a part of all PMI inspections, and as a part of Operator brake system complaint diagnosis. All personnel performing the brake performance testing shall be adequately trained on the equipment being used, including the operation of the equipment, and analyzing the result. All vehicles must pass the brake performance test before returning to service.
   h) Hydraulic brake systems, including brake fluid replacement, shall be maintained/performed per vehicle OEM requirements.
   i) All service brakes, parking brakes, emergency brakes, ABS, and ATC systems on all vehicles should be properly maintained, inspected, and tested to ensure full compliance with operational requirements of all federal, state, and local regulations. All service brakes, parking brakes, emergency brakes, and ABS/ATC-related faults are considered safety items and are not to be deferred at any time.
3) All components of the vehicle bodies, accessories, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Cradle motor and transmission mounts shall be replaced in pairs. Body damage (including all vehicle accessories) shall be repaired professionally within four weeks (31 days) of occurrence.

4) All fluid and/or hydraulic systems should be maintained in a safe and fully functional, as designed, condition at all times. Particular attention should be paid to leaks and seeps for all hydraulic and oil lines. Fluid leaks are defined as Class I, II, or III. Class I leaks are leaks that merely show dampness around the fitting or joint; Class II leaks are leaks that have fluid on the outside of the fitting or joint, and Class III leaks are leaks that produce at least one (1) drop per minute on the ground. Class I leaks shall be monitored for further deterioration, while Class II and Class III leaks shall be repaired immediately.
5) All air systems should be maintained in a safe and fully functional, as designed, condition always. Air systems, including warning lights and signals, shall be maintained per vehicle, component OEM, and FMVSS 121 requirements. Air dryers shall be serviced, at a minimum, per vehicle and/or OEM requirements. Air system tests, including build rate, leak down, governor, spring brake application, and warning indicator tests, shall be performed at all PMIs. Revenue vehicles must pass all air system tests before returning to service. Alcohol and alcohol-based products shall not be used in the air systems.
6) All steering and suspension system components, including springs, shock absorbers, airbags, leveling valves, kneeling system components, air leveling control systems, tie rods, drag links, steering angle, and gearboxes, etc., shall be inspected, maintained, and repaired per vehicle and component OEM requirements.
7) The entire cooling system shall be thoroughly inspected, and all defects repaired as needed. Radiators should be kept free of dirt and other debris and cleaned regularly. Only high-quality stainless steel constant torque clamps shall be used. The cooling system and charge-air-cooler rubber and silicone hoses and their clamps shall be periodically inspected and replaced as required. Radiators shall be re-cored or replaced at the time of engine replacement or as necessary.
8) Engine exhaust systems should be checked for leaks and tightness regularly. All passenger compartment access panels shall be checked to ensure that the interior passenger compartment is free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
9) All vehicles' emissions systems components shall be maintained in accordance with OEM, federal, state, and local requirements. Exhaust filters shall be cleaned at the appropriate intervals and as needed. Failures of exhaust filters will be examined to determine the root cause, and corrections will be made to the vehicle or fleet.
10) All engines, transmissions, and hybrid drive units shall be maintained to OEM requirements. All fluid leaks, emissions, and drivability problems shall be identified and repaired. Engines must be kept to ensure that state, local, and regional vehicle emissions and emissions standards from their original EPA certification are met.
11) All hybrid drive systems and battery systems, including batteries, Data Protection Information Management (DPIMs), cooling systems, cables, etc., shall be serviced and maintained to OEM

specifications utilizing OEM safety procedures and protective equipment. The Contractor shall monitor component conditions and life status to ensure adequate component availability and avoid long lead times.

12) Heating, ventilation, and air conditioning (HVAC) systems should be maintained and used to ensure that the passenger compartment temperature is always comfortably maintained under all climatic conditions. The Contractor shall maintain the vehicle HVAC system in a fully operational state year-round. Particular attention should be paid to the air conditioning systems from March 1 through October 31, and the heating systems from November 1 through February 28. All air conditioning repairs, and maintenance shall be performed according to established laws and regulations regarding air conditioning service. Defrosters must always be fully functional. The Contractor shall perform semi-annual/HVAC preventive maintenance inspections. Technicians
13) Seats shall always be maintained in proper operating condition. All rips, tears, cuts, gum, graffiti, and other damage shall be cleaned or repaired professionally immediately upon discovery. The Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color to those materials being replaced. All seats that can no longer be kept clean, have cushions which have been broken or crushed, contain graffiti or stains which cannot be removed, or are damaged beyond repair, shall be replaced with matching fabric/cushions within three (3) days (unless otherwise approved by the County). Revenue vehicle seats and interiors contaminated with bodily fluids shall require the Revenue Vehicles to be removed from service until properly cleaned. The Contractor will be responsible for procuring the matching fabric/cushions. If a perfect match becomes unavailable, then the Contractor will work with the County to select an acceptable substitute before the Contractor procures the replacement materials. The Contractor shall repair all broken, loose, and/or worn interior components, including stanchions, handhold straps, compartment latches, lights, covers, flooring, etc.
14) Windows with offensive etched graffiti shall be replaced immediately. Broken, cracked, distorted, or clouded/opaque glass shall be repaired or replaced when found, but not more than twenty-four (24) hours after the initial report.
15) Windshield wiper and washer systems and mirrors shall always be maintained in a proper operating condition.
16) AFC systems and AFC validators shall always be maintained in proper operating conditions.
17) All destination signs shall always be maintained in proper condition. Destination signs should be operable and always displayed when the vehicle is on the street. In the event of route changes that affect the destination sign readings, the County will specify the change(s) in writing and provide the configuration files to the Contractor. The Contractor will reprogram the destination sign to reflect the change(s). Paper signs are not permitted.

18) The contractor should always maintain bicycle racks in proper operating condition. The Contractor shall replace all bent, broken, and inoperable components. The Contractor shall maintain the painted/powder-coated finish on all components, including rust and corrosion abatement.
19) Maintenance shall perform preventive maintenance procedures, as established by the County. It must ensure that vehicles do not exceed the PMI schedules for all vehicle types provided by the County, and in accordance with the vehicle manufacturer.
20) Certifications from various OEMs or sub-tier suppliers. (Examples are Cummins or Detroit Diesel engine certifications, Allison transmission certifications, Carrier or Thermo King HVAC certifications, MACS Section 608 and/or 609 certifications, electronic troubleshooting certifications, air brake OEM course certifications: MCI, Gillig, Eldorado, etc.).

6.4.3.2 Unscheduled Maintenance

The County's Contractor shall manage and prioritize unscheduled repairs in a manner that supports optimal vehicle availability. The Contractor is responsible for completing Pre-Trip inspections and forwarding Vehicle Defect Reports to Maintenance for action. Maintenance shall have a system to inspect, repair, and return to service vehicles that have been identified with defects.

6.4.3.3 Predictive Maintenance

The Contractor shall be proactive in predictive maintenance to maintain the County's fleet. Predictive maintenance practices include detailed inspection of failed parts/components, reviewing components that are performing in a substandard fashion or are failing prematurely, and communicating with the County management team on issues that Maintenance sees are affecting the fleet that are deemed to be unusual compared to what would be considered normal preventive/corrective maintenance.

6.4.3.4 Maintenance Evaluations

1) The Contractor shall allow the County access to the Contractor's facilities and records to monitor the Contractor's maintenance performance as the County deems necessary. The County may perform or use independent consultants to conduct regular unannounced maintenance inspections of vehicles and equipment maintained by the Contractor, which are used in this Contract to determine the Contractor's maintenance performance. The County shall be permitted to view and copy any vehicle maintenance records, inspect vehicles, and equipment, and request Contractor to provide space to inspect vehicles, and personnel to lift the vehicle for undercarriage inspections, and to drive vehicles as is necessary to evaluate the condition of the vehicles and equipment used in the performance of the Contract. The Contractor's Quality and Training Manager shall assist as needed. The County shall make every

effort not to disrupt the Contractor's routine or work functions during announced or unannounced inspections.

2) The Contractor shall, upon request by the County, immediately remove from operation any Revenue Vehicle that is determined by the County, or their designee, not to be complying herewith and shall repair, clean, or take any other actions reasonably requested by the County to cause such vehicle to comply. Nothing in this provision or in any inspection or approval by the County of any vehicle shall relieve the Contractor of its obligation to maintain and operate each vehicle in strict compliance with the provisions hereof.
3) Out of Service Designation shall include:
   a) Tires with air pressure below 20% of the recommended pressure
   b) Tires with less than 4/32" tread depth
   c) Inoperative HVAC.
   d) Inoperative emergency exits/doors/windows.
   e) Inoperative communications devices (CAD/AVL, Radio, Farebox) unless the County gives authorization.
   f) Inoperative, expired, or missing safety equipment
   g) Revenue Vehicle seats and interior components contaminated with bodily fluids.
   h) ADA Wheelchair lift, ramp, and kneeling features inoperable for any reason
   i) ADA Wheelchair tie downs or seat sliders are inoperable for any reason.
   j) Inoperative PA system (PA systems)
   k) Leaking and/or cracked hydraulic lines; oil lines, coolant lines, or joints with either a Class II or Class III leak, as outlined; unsecured wiring harnesses and harnesses or hoses and lines that are rubbing or chafing.
   l) Inoperative Automatic fire suppression system
   m) Any condition not in compliance with applicable federal or State Regulations
4) The vehicle shall continue to have the "Out of Service" designation until it is compliant. The Contractor shall establish a lock-out/tag-out procedure to clearly mark Out-of-Service vehicles and prevent them from being placed in service. The Contractor shall enter new out-of-service designations into the EAMS system as they occur. In the event of conflicting out-of-service requirements between CVSA and the County, the more stringent requirement shall prevail.

6.4.3.5 Oil and Fluid Analysis

1) The Contractor must develop and implement a laboratory engine oil, transmission fluid, differential oil analysis program, and submit it for the County's approval. Oil and fluid analysis shall be entered into the MMIS for tracking and analysis. The Contractor shall review all oil and fluid analyses reports upon receipt and take proactive measures to repair or remedy anomalies noted on the reports. The Contractor shall provide to the County a monthly oil and

fluid analysis report due by the fifth (5th) Day of the following month. The report shall contain copies of all oil and fluid sample analysis reports, the number of samples taken, the number of discrepancies noted, and the corrective action taken for each discrepancy identified. Oil and fluid samples will be tested at the following intervals:

a) Engine oil – every 6,000 miles as part of the PMI
b) Transmission oil – every 48,000 miles as part of the PMI
c) Differential oil – every 30,000 miles as part of the PMI
d) Engine coolant – every 6,000 miles as part of the PMI
e) Oil testing, analysis, and evaluation shall be performed at the Contractor's facility by appropriately trained technicians, and at a minimum, shall test for the following, as applicable for the oil or fluid being analyzed:
    1) Metals Analysis, including wear, contaminants, and additive metals.
    2) Viscosity at 100 degrees Celsius
    3) Viscosity at 40 degrees Celsius
    4) FTIR
    5) Water
    6) Base Number (TBN)
    7) ACID Number (TAN)
    8) Particle count (ISO Cleanliness Code)
    9) Direct Reading Ferrography

2) Appropriately trained technicians shall perform coolant testing, analysis, and evaluation. At minimum, they shall test for pH levels, sulfate and chloride, freeze point, hardness, iron, lead, and silicates.
3) The Contractor shall provide sampling equipment, procedures, and training as approved by the ISO-certified testing facility to all staff responsible for handling and taking oil and fluid samples.

6.4.3.6 Tires

1) The Contractor shall be responsible for providing tires for all Revenue Vehicles without additional cost to the County. Tires shall be of the same type and rating as installed by the OEM Revenue Vehicle manufacturer when new. The tires on the vehicles, once installed on the County's wheels, will be owned by the County and will remain the County's property at the termination of the Contract. All vehicles shall be maintained with a complete set of tires (including a spare tire if originally equipped) for each vehicle. Tire pressure shall be maintained in accordance with the OEM or tire manufacturer's recommendation and shall be checked at a minimum of weekly.
2) Tires should always be matched (by brand, size, and tread pattern) on each axle. Tires shall meet the Revenue Vehicle manufacturer's load requirements. Tires shall not vary more than

3/32” between inner and outer tires and not more than 4/32” between curbside and roadside. Tires worn below 4/32 shall be replaced or the vehicle placed out of service.

3) Tires shall be branded with serial numbers and tracked by vehicle number and installation position.
4) Revenue vehicles equipped initially with low-rolling-resistance tires shall only have tires replaced with the same manufacturer, low-rolling-resistance model, and rating as originally equipped.
5) Recap, retread, and/or re-grooved tires shall not be permitted on any Revenue Vehicle.
6) Revenue vehicles originally equipped with Tire Pressure Monitoring Systems (TPMS) shall only have tires replaced with the appropriate sensor-equipped wheels and tire assemblies. The selected Contractor shall maintain and keep the TPMS systems fully operational.
7) The steering axle shall always have worn tires replaced with new tires. Tires removed from the steering axle may be used on either the tag or drive axle if they are undamaged and have sufficient tread wear remaining. Rims shall be inspected, cleaned, and polished as tires are removed and replaced. Polished rims must have clean, polished surfaces exposed to the public. The selected Contractor shall be responsible, at their own expense, for the replacement of rims with like rims when the rims are found to be damaged. Tires may not be removed for re-use on other vehicles from new vehicles that are stored awaiting service or from damaged vehicles unless approved in writing by the County. All tires shall be balanced.
8) The Maintenance Contractor shall be responsible for purchasing and supplying tires, recapping services, and tire disposal as needed for the County’s vehicles. The Maintenance Contractor shall also be responsible for ensuring that all tires and wheels are correctly maintained and stored. The Maintenance Contractor is expected to know proper tire service standards, for example, you may not use re-treads on front vehicle tires.
9) The County may, at its discretion, require the Contractor to furnish test results related to tire performance. The County may purchase a textile alternative, supplemental traction device (aka snow socks or tire chains) initially for the Ford Transit vans but may also be for the Cutaway buses. The purchase and supply of tire socks and tire chains is also a part of this expectation.
10) Due to the high operating speed of the County’s system, only tires capable of safely sustaining a speed of 60 mph are acceptable for use. The load range for the County’s cutaway buses and Ford Transit vans should be an “E” rating and should be 10-ply, except for 195/75R16 D, which should be 8-ply.
11) The Contractor shall bear tire disposal expenses.

6.4.3.6.1 Cutaway Bus and Ford Transit Van Tires

The County’s Cutaway buses and Ford Transit vans have four (4) or six (6) tires each. Radial ply truck tires are acceptable for use on both vehicles. The Contractor shall supply tires constructed

of textile-type rayon, nylon, steel, or approved equal cords, and have casings able to be retreaded a minimum of two (2) times. All tires must be of the tubeless type. Tires must comply with all Georgia Department of Transportation requirements.

6.4.3.6.2 PMI Tire Work

1) During PM inspections, the Maintenance Contractor is required to:
   a) Inspect wheels, nuts, studs, and axle flange nuts for cracks and looseness.
   b) Re-torque all lug nuts; torque wrenches must be checked for accuracy at least monthly.
   c) Visually inspect tires for condition, damage, and wear.
   d) Record tire tread depths in 32nds and replace tires with any readings of less than 4/32" on steering and 2/32" on rear tires.
   e) Check the condition of valve caps and stems. Record tire pressure and adjust it to the proper level.
   f) Check the matching of duals to assure that tire diameters are matched within ¼ inch.

6.4.3.6.3 Unscheduled Tire Work

1) For tire work between PMIs, vehicle operators report defects through the pre-trip and defect reports, or through road calls reported to Central Dispatch.
2) The Maintenance Contractor must replace tires or wheel components as needed. Standards for replacement of a tire or wheel include:
   a) Any tire replaced must have a lug nut re-torqued.
   b) Diameter of duals must be matched within ¼ inch any time a rear tire is replaced.

6.4.3.7 Vehicle Damage

1) When preventative maintenance is performed, the Maintenance Contractor shall thoroughly inspect the vehicle to determine whether the interior and exterior appearance meet the County's standards. Outside vendors perform body damage repairs to the County's vehicles. The operations team will coordinate with Maintenance when scheduling vehicles for body damage repairs, to ensure sufficient vehicles are available for service delivery. The County's Contractor is responsible for providing defect reports and vehicle damage documentation (including photos) to Maintenance and the County promptly. Financial responsibility and actual repair of body damage not caused by Maintenance or Contractor's employees shall be outside the scope of this Contract.
2) The Contractor shall repair all Revenue Vehicle damage that occurs through the performance of the Contract. All repairs made shall be performed by competent repair facilities qualified to restore the damaged vehicle to its original configuration, appearance, and structural integrity. The County shall have prior approval of any repair facility proposed by the Contractor. The County retains the right to have any vehicle that has not been sent to a competent repair

facility for appropriate repairs within thirty (30) days taken to a repair facility of its choice for repair. Those repair costs will be invoiced to the Contractor.

3) If the Revenue Vehicles are damaged due to neglect of maintenance, poor workmanship, or inappropriate repairs by the Contractor, the County retains the right to have the vehicle(s) repaired by its company of choice and subsequently invoice the Contractor for the cost of repairs.

6.4.3.8 Road Calls

1) A Road Call is defined as: A revenue vehicle suffers a mechanical failure requiring on-site maintenance response. Maintenance and Central Dispatch are to respond quickly when a County vehicle on the road cannot continue in service. The primary goals, when determining the response to a failed vehicle, are to reduce the risk of injury, minimize disruption of the County's service, provide the best customer service possible in the circumstances, and minimize damage to equipment.
2) Maintenance shall respond appropriately using information relayed by the Central Dispatch and shall keep dispatch informed. Central Dispatch will notify Maintenance of essential factors such as whether passengers are on the vehicle, its condition, and its location in relation to traffic.
3) The Contractor is responsible for the safety of a failed vehicle until the arrival of either the towing contractor or the Maintenance Contractor. Communication and arrangements regarding vehicle disposition are coordinated through the Central Dispatch. When an operator reports a mechanical problem, the Central Dispatch may modify the route to allow the operator to drive to the maintenance shop, if the vehicle can be safely driven. Ensuring the safe operation of the County's vehicles is a responsibility shared by all County contractors.

6.4.3.8.1 Mean Miles Between Failures (MMBF)

1) Fleet reliability is measured in Mean Miles Between Failures (MMBF). The County's goal for miles between mechanical failures is 15,000.
   a) MMBF Metric: Total driven mileage for the month, divided by the number of mechanical failures for the month.

6.4.3.9 Inventory

1) The Contractor shall provide all parts and materials required to maintain all Revenue Vehicles. These parts and materials include, but are not limited to, parts for scheduled and unscheduled repair, preventive maintenance inspections, maintenance of HVAC, wheelchair lift, and related equipment, destination signs, fareboxes, CAD/AVL systems, and all other parts required to maintain the vehicle and on-board equipment. The Contractor may use either OEM or approved after-market parts, apart from steering and braking systems. Should the Contractor

wish to use after-market parts for steering and braking systems, the Contractor must receive written permission from the County before installing the parts on the vehicle. The County reserves the right to reject the use of any after-market products that may be found not to provide better or equal service than the OEM product.

2) The Contractor shall be responsible for maintaining an inventory of spare parts and materials and for providing all parts and materials necessary for the proper maintenance of all Revenue Vehicles and equipment used in service provision. The Contractor shall establish and maintain reasonable inventory levels to enable the timely repair of vehicles and equipment within no more than three (3) days. No forbearance for Liquidated Damages will be given due to the inability to obtain any mechanical parts. Body parts forbearance will be considered on a case-by-case basis. The Contractor-supplied parts inventory shall remain the property of the Contractor until installed on a Revenue Vehicle. The Contractor must maintain sufficient stock levels for PMI, safety-related repairs, and mechanical repairs based on procurement lead times to prevent out-of-stock delays to repairs. Upon completion of the term of this Contract, the Succeeding Contractor, at its own discretion, may choose to purchase the inventory at a mutually convenient, agreed-upon fair market price.
3) Parts inventory for Non-revenue Vehicles is not required, as those vehicles must be taken to the OEM dealer for repair.
4) The Contractor shall only use parts that maintain OEM and component warranties and/or extended warranty status. The County reserves the right to reject any part from any supplier or manufacturer at its discretion.

6.4.3.9.1 Tools and Equipment

1) The Contractor is responsible for all tools and equipment required to maintain the assigned Transit Revenue Vehicles, except as noted in the Contract.
2) In the event new equipment is procured, the Contractor shall provide a bill of sale and title, where applicable, to the County for all equipment purchased and paid for by the Contractor. All such equipment shall become the property of the County upon expiration of or termination of this Contract.

6.4.3.9.2 Vehicle Parts and Materials

1) Maintenance shall supply all OEM or approved alternate parts required under this Contract and ensure all mechanical parts and materials meet or exceed OEM (Original Equipment Manufacturer) specifications.
2) The Contractor shall also supply parts and supplies to the operations for the minor vehicle maintenance required. Working parts will not be swapped between vehicles unless the County provides written approval.

6.4.3.9.3 Vehicle Fluids

1) Contractor shall be responsible for sourcing and supplying the following vehicle fluids necessary to maintain vehicles, including but not limited to: Antifreeze, Automatic Transmission Fluid, Diesel Exhaust Fluid (DEF), and Engine Oil (bulk engine oil for the Central Maintenance garage). The Contractor shall ensure that all fluids used in the County's vehicles meet the most up-to-date OEM standards approved by the vehicle manufacturer.

6.4.3.10 Vehicle Cleanliness

1) The Contractor shall be responsible for maintaining the interior and exterior cleanliness of all Revenue Vehicles to provide a positive public image and appearance. The Contractor shall ensure the cleanliness of each vehicle scheduled for Revenue Service before the commencement of each shift. At all times, vehicles in the Revenue Service shall be free of noxious odors from cleaning products, pest control products, or other such products. The Contractor will provide Safety Data Sheets (SDS) for chemicals being used during the cleaning process.
2) Vehicle exteriors should be washed daily, and interiors cleaned daily, including floors swept, windows wiped down, and trash removed, after each day's use. Ceilings, dashes, walls, upholstery, stanchions, and grab rails shall be subject to detailed cleaning as necessary, but at least every 30 days. All foreign matter, such as gum, grease, dirt, and graffiti, shall be removed from interior surfaces during the interior cleaning process. Upholstery damage shall be repaired immediately upon discovery. Movable seat tracks must be cleaned daily and kept clear of all debris to permit easy movement of seats for mobility device access.
3) All graffiti, interior and exterior, shall be removed as soon as practicable but within twenty-four (24) hours. If the graffiti is obscene or gang-related, it shall be removed immediately, or the vehicle shall not be used in the Revenue Service until corrected.
4) Revenue Vehicle seats and interiors contaminated with bodily fluids shall require revenue vehicles to be removed from service until properly cleaned. The Contractor shall provide instructions to all employees detailing safety procedures when exposed to bodily fluids and other contaminants on Revenue Vehicles. The Contractor shall provide all protective equipment required to safely clean contaminated Revenue Vehicles.
5) Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once every six (6) months or as necessary to maintain an attractive appearance.
6) Radiator, engine, battery, air conditioning components, and lift compartments shall be cleaned in accordance with the manufacturer's recommended maintenance intervals, or more frequently as needed.

7) The Contractor must provide a supplies list, and the County shall approve all cleaning supplies and products before use.

6.4.3.10.1 Minor Detail Services

1) The Contractor will perform all Minor Detail on each vehicle every thirty (30) days. Minor Detail will consist of the following items: (subject to change by the County with a 48-hour notice to the Contractor)
   a) Exterior Work: The service provider will hand-scrub all wheel wells, flaps, and heavily soiled areas. They will also clean engine compartment doors, all exterior access doors, handles and latches, and any seams and joints on the exterior of the unit.
   b) Exterior Glass: Clean all windows, including front and side glass, at the front and side destination signs, and mirrors, using glass cleaner and a scraper when necessary to remove graffiti, fingerprints, and other markings. All windows and mirrors will be hand-dried or squeegeed by the service provider. Clean all window tracks: No residue must be left on windows after the cleaning process is complete.
   c) Litter: Remove all litter/trash from all areas in the interior and exterior of the vehicle.
   d) Cleaning: Cleaning of ceilings, sidewalls (all), escape hatches, mirrors, front and rear doors, luggage/storage compartments where present, all chrome/stainless railings, movable seat tracks, and interior light lenses. Clean all air conditioning vents.
   e) Interior Glass: Clean all glass/acrylic and/or window protectors and mirrors. Any damaged or etched glass or acrylic surface is to be reported to the County. No residue must be left after the cleaning process is complete.
   f) Floors: Clean flooring areas with soap and water to include the operator's location, passenger area, wheel housing, steps, and ramps/ wheelchair lifts. All gum, candy, and other substances that have adhered to the surfaces shall be removed. All dirt and gum must be removed from the flooring. *Using a bottle of water or a hose for cleaning the inside floors or walls is strictly prohibited*.
   g) Seats: Clean and sanitize all seat cushions and backs by brushing and vacuuming. Removal of all gum and or local spots and stains shall be required.
   h) Clean the operator compartment. Clean all switches, wipe all gauges, wipe the rearview mirror, clean the radio area left of the Operator’s seat, the dash area, and the Operator safety barrier.
   i) Clean the farebox with a general-purpose cleaner.
2) Required items are subject to change by the County with a 48-hour notice to the Contractor.

6.4.3.10.2 Major Detail Services

1) The Contractor will perform Major Detail on each vehicle every six months on all County Revenue Vehicles and quarterly on all County Revenue Vehicles. Significant Detail will consist of all monthly Minor Detail Services and the following items:
   a) Interior Light Fixtures: Disassemble, clean, and reassemble all transit Revenue Vehicle overhead light covers. Extreme care must be taken and safeguards must be in place to protect all electrical components and systems from water damage during the cleaning process.
   b) Seats: All passenger seats will be steam cleaned within the Revenue Vehicle using upholstery-style equipment only. This will include the Operator's seat. Removal of all gum and/or local spots and stains shall be required. The rear seating area will be required to be lifted and cleaned underneath and around it.
   c) Surface Treatment: Armor-All or equivalent product will be used on all seats where applicable, all black rubber, and the entire dashboard. The only exception to this rule is the Lexan surface of the gauges, steering wheel, and farebox. Armor-All or equivalent will be applied to all tires, bumpers, and fender flares. Aluminum Wheels: Clean and polish, then wax the outside of all aluminum wheels by hand.
   d) Exterior Waxing – All Revenue Vehicles will be required to be thoroughly cleaned to remove all oxidation, dirt, tar, stains, gum, eggs, and any other debris from the exterior of the unit and waxed at least twice per year. The final product is to be free of swirl marks and haze.
   e) Pressure wash the engine and undercarriage.
2) Required items are subject to change by the County with a 48-hour notice to the Contractor.

6.4.3.10.3 Vehicle Cleanliness Inspections

1) The County will conduct inspections of cleaning work performed by the service provider. The inspections must meet the following definitions of a clean Revenue Vehicle:
2) Interior:
   a) No dirt, dust, trash, stains, gum, or any residue on seats, floors, side panels, walls, wheel wells, step wells, dashes, ledges, handrails, Operator's area, Operator's control, light panels, and ceiling; no graffiti on any interior surface; no dirt, stickers, residue, or graffiti on windshields or window glasses; inside mirror clean; no damaged advertising signs, no cut seats, no debris in moveable seat tracks; and step wells and floors sealed.
3) Exterior:
   a) No dirt on the front, sides, or rear of the Revenue Vehicle; no sticky or oily residue on the front, sides, or rear of the Revenue Vehicle; no graffiti on the front, sides, or rear of the Revenue Vehicle; no dirt, stickers, residue, or graffiti on the windshields or window glass of

the Revenue Vehicle; all outside mirrors clean; no soap streaking on the body or exterior glass of the Revenue Vehicle.

4) Items to be checked are not limited to, but should include the following:

Operators WorkStation	
• Operator's Area	• Front Dash and Farebox
• Paddle Area	• Floor area
• Windshields Cleaned	• All dash controls
• All panels in the operator's area (top and bottom)	• Operator's side windows and tracks cleaned
Interior Vehicle Area	
• Kick panels	• Fender wells
• Radio box	• Area behind the radio box
• All interior windows and glass	• All interior window seals and tacks
• Grab rails	• Walls, left and right sides, upper and lower
• Ceiling	• All seats are free from gum
• All seats are free from soiling, stains, and graffiti	• All seat backs are free from markings or graffiti
• Rear step well area	• All modesty panels
• Interior light lenses	• Seat frames, upper and lower
• Rear and front standee lines	• Air Conditioner grills
• Step lights	• Emergency hatches
• Wheelchairs, tie-down areas, and equipment	• Clean and wipe down overhead bins where applicable
• Floor mopped	• Front and rear door cleaned, including seals.
• Moving seats track free from debris	• Wheelchair ramp/lift (inside and out)
Exterior Vehicle Area	
• Headlights assembly under and above the cavity	• Windshield

• Mirrors/mirror housing	• Door front and rear
• Light lenses	• Side/top marker lights
• Tail/stop lights	• License plate and holder
• Body panels	• Air intake panels
• Compartment doors	• All seams and joints are cleaned on the entire vehicle
• Fuel door	• All fender skirts
• Engine doors	• All exterior windows and glass
• All exterior light fixtures and cameras	• Check decals and their condition
• All bumpers, front/rear treated.	• Tail/brake/reverse light lens and rims cleaned, polished, and waxed.
• Window tracks and Seals	• Fender walls

6.4.3.11 Compliance Monitoring

1) The County will monitor the cleanliness, maintenance, wheelchair accessibility device operation, destination signs, public address system, damage condition, heating/air-conditioning operation, and maintenance reporting of all County vehicles operated by the Contractor. Monitoring will be accomplished by the County's Operations staff, management personnel, QA inspectors, and mystery riders. Communications from passengers and other individuals relative to proper Revenue Vehicle maintenance will be thoroughly evaluated. The County reserves the right to conduct mystery rides regularly as a means of quality control.
2) Any County employee may conduct mystery rides with no advance notice. Mystery rides will be for the purpose of evaluating service quality, safety, cleanliness, and efficiency of the County's service from a customer's perspective. Feedback on mystery rides will be shared with the Operations Manager within three (3) days of a mystery ride. The Operations Manager should be prepared to confirm receipt of the feedback, along with planned corrective actions to address any trends or patterns that are identified.
3) The County may utilize the services of an independent maintenance auditing firm to inspect a portion of the County's Revenue Vehicle fleet periodically. The results of these maintenance audits will be used to monitor the effectiveness of the Contractor's maintenance program and to provide a snapshot of the condition of the Contractor's vehicles and maintenance records.

6.4.3.12 Daily Vehicle Servicing

1) The Contractor shall perform daily vehicle servicing on all assigned Revenue Vehicles and equipment. For purposes of the Contract, daily Revenue Vehicle servicing shall include, but is not limited to:
   a) Fueling, including the refill of the DEF tank (as needed).
   b) Engine oil, coolant level in all reservoirs, windshield wiper fluid, hydraulic or power steering fluid, brake fluid, and transmission fluid check/add.
   c) Tire inspection (air pressure, tread depth, and wear) (20% of the fleet per day) to ensure 100% of the fleet is checked every five (5) days.
   d) Lights and flashers check.
   e) All revenue vehicles must undergo interior sweeping, dusting, and removal of all litter and trash from all areas at the end of each revenue shift.
   f) Movable seat tracks must be cleaned and kept clear of debris to permit easy seat movement for mobility device access.
   g) Exterior and interior visual inspection.
   h) All revenue vehicles must have their exteriors washed at least once daily. The rear of the Revenue Vehicle must be clean and may require manual cleaning. In the event of sand and/or salt/brine use on roads, Revenue Vehicles shall be washed upon return from service before being returned to service.
   i) If the bus wash bay is inoperable, the Contractor must notify the County immediately and provide an alternative solution for keeping the revenue vehicles cleaned as required.
2) The Contractor shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist shall be utilized and kept in a file for the County's review for a period of three (3) years. If the selected Contractor uses the MMIS system to generate service work orders, the work orders shall become a permanent part of the vehicle history file. Either way, fluid, and fuel amounts, by quarts and gallons, and miles shall be entered into the MMIS vehicle history record.

6.4.4 County Technology Systems

1) The Contractor shall repair, maintain it in good condition, and replace, as necessary, the equipment outlined throughout this RFP used for maintenance and operations. The Contractor is responsible for replacing any equipment damaged through negligent operations. All replacements made by the Contractor shall be of like size, kind, and quality to the items replaced as such items existed when installed initially and shall be subject to the County's approval.
2) The Contractor shall maintain the assigned transit Revenue Vehicles and installed equipment, including accessibility features, in conformity with the preventive/scheduled maintenance

requirements of the original equipment manufacturer and the Fleet and Facility Maintenance Plan. Only original equipment manufacturer (OEM) or OEM-approved parts and supplies, or the County's Approved, shall be used. The Contractor shall ensure that all tasks performed will maintain the vehicle's OEM or the County's revised configuration. This includes, but is not limited to, the wiring configuration and body assembly. No variation or vehicle system modifications will be allowed without written authorization from the County.

3) The Contractor shall develop and submit a proactive preventive maintenance program for each vehicle type, farebox type, and technology system. At a minimum, the Preventive Maintenance Program should adhere to the preventive maintenance schedules and standards of the industry and manufacturer. It shall be sufficient so as not to invalidate or lessen warranty coverage of any assigned transit, Paratransit, or Microtransit vehicle or component. The selected Contractor will propose a Preventive Maintenance Program, utilizing fixed-point intervals, including levels of inspections and the type of inspections and/or component service at each interval.
4) The County (and/or their designee) shall perform independent audits of vehicle maintenance and preventative maintenance records, component maintenance records, and perform spot-checks of vehicles and technology to ensure PMI and repairs are completed and work performed to a satisfactory level.
5) The County requires a prompt response to technology failures from the Contractor. Offerors shall provide details of their qualifications and experience on service and repairs to CAD/AVL, radio systems, APCs, cameras, fare collection systems, destination signs, radio, annunciator systems, Wi-Fi, router, and other ITS technologies. The Contractor shall outline their Preventive Maintenance Program for technology systems.
6) The Contractor shall provide and maintain all personal computers, printers, and software utilized by its employees, except for County-owned Genfare fare collection hardware/software, and AFC collection hardware/software as listed; the Contractor's equipment will remain the property of the Contractor upon Contract termination.
7) The Contractor shall provide OEM diagnostic software for troubleshooting County vehicles.
8) The Contractor is responsible for the system's security and compliance with all County technology systems.
9) The Contractor is responsible for all device networking and internet connections.

6.4.4.1 Onboard Systems

1) Fixed Route Local Revenue Vehicles have CAD/AVL, PA system, security camera system, destination signs, communications systems, Wi-Fi, and fare systems.
2) Demand Response Revenue Vehicles are similarly equipped but without the stop announcement system and destination signs. The vehicle must be fitted with a Transit Management System.

3) The Contractor shall be responsible for maintaining and repairing electronic equipment installed on County Revenue Vehicles, including:
   a) CAD/AVL (Fixed Route system may vary from Demand Response system)
   b) Cradle Point
   c) Automatic Fare Collection (AFC)
   d) Automatic Passenger Counter (APC)
   e) Cameras (inside and outside)
   f) Two-way radios.
   g) On-board unit for TSP
   h) Fuel Master/AIM system.
   i) Farebox probing, vault pulling, and replacement.
   j) Any new technology integrated by the County.
4) The Contractor must provide electronic technicians with sufficient training and skills to remove defective equipment, install, and configure equipment, and operate equipment installed on board all vehicles.
5) For any upgrades to equipment that require removal or replacement, the Contractor is required to account for and store all old equipment to allow the County to manage the assets.
6) The County reserves the right to modify any of the aforementioned systems during the term of this contract.

6.4.4.2 Public Address (PA) Systems

1) Maintenance and repair of automated and manual PA systems shall be the responsibility of the Contractor.
2) Most vehicles are equipped with an automated stop announcement system linked to the CAD/AVL system.
3) The manual PA system consists of a microphone, amplifier, and speakers located inside and outside the Revenue Vehicle. Operators shall use these systems to make stop announcements, as required by the Americans with Disabilities Act of 1990 (ADA). The volume should be set on these units so that customers can easily hear the announcements over the vehicle's noise.
4) If the vehicle has a non-functioning automated stop announcement system, the vehicle can be used for service if the manual PA system is functional. Upon return to the maintenance facility, the automated stop announcement system shall be repaired before returning to service. If the automated stop announcement system and the manual PA system are non-functioning, the Revenue Vehicle shall not be placed into service.

6.4.4.3 Automatic Fare Collection Systems (AFC)

1) **T**he Contractor will complete all repairs and preventive maintenance for the fareboxes, receivers, and vaults used for acceptance of cash as defined in the supplier OEM manuals. Maintenance records will be kept for major components in the farebox, including but not limited to, coin mechanism, bill acceptor, mater controller, cashbox, etc.
2) The Contractor is responsible for the maintenance, repair, and replacement of the Garage Computer systems used for the Genfare fare collection system, to include probes, computers, networks, and other associated fare collection systems equipment.
3) The County will furnish an appropriate number of spare fareboxes and equipment for the Contractor's use. The Contractor will be responsible for any additional farebox equipment.
4) The Contractor will be responsible for ensuring that an inventory of the farebox, validator, and fare collection spare components is maintained in good condition and stored in a secure location.
5) The Contractor is responsible for maintaining control of the farebox locks and keys, and any replacement keys or locks needed for ongoing maintenance of Genfare farebox equipment must be coordinated through the County's staff.
6) The Contractor is responsible for assuring that all fare collection equipment (including spare component inventory) is fully functional.
7) The Contractor is responsible for the preventive maintenance, repair, and replacement of the probes used for the fare collection system.

6.4.4.4 Radio Communications

1) The Contractor shall procure and be responsible for ensuring that all revenue vehicle two-way radio systems are maintained in good operating condition. The Operator must test radio communication by contacting dispatch as part of the pre-trip inspection process. If the radio is not operational, the Operator must inform the appropriate Contractor personnel, who should then assign a vehicle with a working communications system.

6.4.5 Maintenance Equipment Responsibilities

1) Contractor will perform first-line troubleshooting, diagnostics, configuration, and removal/replacement at the component level on the revenue vehicle communications equipment. The Contractor will be required to maintain the following components.
   a) Two-Way Radio
   b) CAD/AVL
   c) Automated Fare Collection System (AFC)
   d) Camera system
   e) OPS antennas, cabling, and connectors

f) Antennas, cabling, and connectors
g) Touch Monitor and subcomponents.
h) Handset, operator speakers, wiring, and connections

2) All preventive maintenance (PM) inspections include checking the basic operation of all on-board technology components, as well as other County vehicle communications system components.

6.4.5.1 System Defect Reporting

1) The Contractor will perform unscheduled maintenance on the vehicle system when a vehicle operator reports an issue through the following channels:
   a) The County Pre-trip Report.
   b) The County Defect Report
   c) Operator Radio Problem Report
   d) Road call reported to the Central Dispatch
   e) The Contractor will complete the Operator Radio Problem Report form (or other identified document) to record the actions taken to troubleshoot or repair the defective equipment.

6.4.5.2 System Troubleshooting

1) The Maintenance shop has a BIB (Bus in a Box) to assist with diagnostics of suspected failed components. When troubleshooting a reported defect, the technician will perform steps including but not limited to:
   a) Attempt to reproduce and confirm the defect.
   b) Attempt to isolate behavior to a specific component, for example, a communications failure could be due to a problem with the handset, wiring, the CoPilot, or antennas.
   c) Rule out issues with data communication.
   d) Determine whether the component is defective using the test bench or cross-checking with another vehicle.
2) When a component fails, maintenance personnel shall replace it with the parts inventory. The Maintenance Contractor shall track failed components and package them for shipping back to the vendor.

6.4.5.3 Fueling and Equipment Maintenance

1) The Contractor will be responsible for the maintenance and repair of County-owned fueling equipment, storage, tank monitoring equipment, controls, and related electrical, mechanical, piping, and valve equipment, diesel fuel dispensers, nozzles, and hoses. The Contractor will also be responsible for maintaining and repairing Contractor-owned or supplied components of the fueling facility. The Contractor shall ensure that the fuel dispensing equipment at the Facility records the fuel dispensed for each vehicle fueled daily in a permanent vehicle record.

2) Offerors will submit a plan with their responses to the RFP in alignment with the County's preventive maintenance inspection plan (Attachment 12), on a scheduled basis per manufacturer's recommendations, obtaining replacement parts, and record-keeping in accordance with FTA's triennial review requirements. The Offeror's plan shall include inspection and preventive maintenance programs to ensure the fueling facility meets all applicable federal, State, and local requirements for fuel storage and handling. The Contractor must provide all necessary computer hardware and software to access the equipment database. A monthly written certification of required testing, to include a description of items tested, shall be provided to the County.
3) The Contractor shall provide all monitoring, recording, filing, reports, and preservation of reports required by local, State, and Federal authorities about Underground Storage Tank (UST) facilities and equipment. The Contractor shall repair any underground storage tank (UST) and associated equipment not otherwise covered by the state-wide program, as needed to comply with Local, State, and Federal regulations. Any fines resulting from compliance, or the lack of compliance, shall be borne by the Contractor.
4) The Contractor shall be responsible for maintaining Diesel Exhaust Fluid (DEF) storage dispensers, nozzles, piping, and pumps, etc., at the Facility. This also includes the AIM system installed on the bus that interfaces with the pump controls.
5) The Contractor shall be responsible for maintaining all bulk fluid storage containers, monitoring systems, piping, and related records. This also applies to the fueling systems at the facility, unless those systems are covered under the state of Georgia's GUST maintenance agreement, provided by the state.
6) The Contractor shall be responsible for the monitoring, discovery, and cleanup of any fuel or DEF spills and/or releases. The Contractor shall be responsible for any fines or financial penalties assessed by local, State, or federal regulatory agencies, whether such actions are assessed against the Contractor or the County.

6.4.5.4 Vehicle Towing

1) If towing of any County Revenue Vehicle is required, Maintenance shall be responsible for providing such towing at the Contractor's sole expense. Further, the Contractor shall make every effort to ensure vehicles that require a tow are done as expeditiously as possible.
2) The Contractor shall provide a written policy and procedure regarding Vehicle Towing and shall give a list of selected towing providers with which the Contractor has an agreement. The Contractor shall submit a policy and procedure to the County for approval consideration.

6.4.5.5 Facilities and Equipment Maintenance

1) The Contractor shall develop a Facility and Equipment Maintenance Program that addresses all Contractor-owned /leased and Client-owned facilities and equipment used in the operation

and maintenance of the County's transit system and submit the document to each client before Contract start-up. The program is subject to the County's approval.

2) Note that if repairs are necessary to County (leased or owned) facilities or equipment due to vandalism or negligence by employees of the Contractor, the County may require the Contractor to have the repairs completed at the Contractor's expense. If the Contractor fails to complete necessary repairs, the County may have these repairs completed and bill the Contractor for repair expenses. The amounts of these expenses may be withheld from the monthly amount due to the Contractor.

6.4.6 Warranty

1) The Offeror shall submit a complete and comprehensive Warranty Recovery Program for vehicles, components, and facilities. Refer to Section 9.1 for submittal schedule and updates of this plan. The selected Contractor's maintenance personnel and/or subcontractors shall know all necessary warranty reimbursement issues to ensure the County recovers all funds available.
2) The Contractor shall be responsible for all transportation, towing, pickup, and delivery of vehicles to all facilities performing off-site repairs or service.
3) The selected Contractor shall be responsible for filing warranty claims utilizing, where available, the manufacturer's online warranty claims system. The Contractor shall also be responsible for tagging and shipping warranty parts to such locations as the manufacturer, vendor, supplier, or warranty provider may designate. At the end of each month, the selected Contractor shall prepare individual reports for the County, to be delivered not later than the fifth (5^{th}) day of the following month, that contain the following information individually for manufacturer, vendor, supplier, warranty provider, and facility warranty claim status:
   a) Number of warranty claims submitted.
   b) Number of warranty claims approved.
   c) Number of warranty claims denied and the reason for denial.
   d) Total cash payments received.
   e) Total parts (in kind) dollar amount for parts replaced under warranty.
   f) Total labor dollars received for warranty claims.
   g) Total labor claimed for in-house warranty repairs.
   h) Total parts cost for parts provided for in-house warranty repairs.
4) The Contractor shall adhere to all warranty provisions of pre-existing County procurement, vehicle, and/or component warranties. Warranty reimbursement requirements may be subject to change during the term of this agreement.

5) It is imperative that all warranty repairs be entered into the Contractor's MMIS as work orders, including all parts information and labor entries. The County must be able to run specific, detailed warranty reports in its systems.

6.4.7 Sub-Contracting

1) Contractor may acquire or subcontract a third party to assist with corrective maintenance of the County Vehicle that Contractor cannot resolve or repair, or is beyond their scope of work.
2) The Contractor must provide a list of subcontractors, which the County must approve before subcontracting the work.
3) The County reserves the right to approve or reject a sub-contractual relationship for the maintenance of its equipment. If the Contractor wishes to provide maintenance via subcontract, the County will require evidence of the contractor's capability and experience with transit rolling stock and/or the subject equipment.
4) The Contractor shall stock and provide all small maintenance shop equipment as necessary to perform routine maintenance tasks required to meet OEM standards and requirements for maintaining the County's vehicles. Examples include, but are not limited to, diagnostic tools, toolboxes, tester equipment, and hand tools.

6.5 Safety

The County has its own safety plan, and the Contractor will implement Ride Gwinnett's PTASP, Safety Management System (SMS), achieve performance targets, use data for improvements, and provide reports.

1) The Contractor shall be fully responsible for ensuring the highest practicable level of safety for passengers, personnel, members of the public, assigned fleet vehicles, equipment, and facilities throughout the term of this Contract.
2) The Contractor will develop a System Safety Emergency Program Plan (SSEPP) that complies with Federal Transit Administration guidelines. In response to the RFP, the Offeror must submit a written safety policy and SSEPP document for the County's review and approval.
3) Cellular phones, personal radios, and other personal communication devices are strictly prohibited while operating a revenue vehicle. In response to the RFP, the Offeror must submit their corporate policy regarding communications and electronic devices for review and approval by the County.
4) The SSEPP must require at a minimum quarterly safety meetings and comply with all applicable federal, state, and local regulations. All Contractor personnel are required to participate in the SSEPP.
5) The following areas are to be included in the System Safety Emergency Program Plan (SSEPP):

a) Program elements and the incorporation of safety within the organization; the emphasis placed on safety; how the safety program is managed; and how responsibilities are communicated to personnel at all levels.
b) Investigation procedures for major incidents include determining the circumstances and conditions that dictate which incidents warrant an investigation, specifying who conducts the investigation, identifying the recipients of the reports, and detailing the follow-up actions to be taken and by whom.
c) Establishing a strong foundation and a continuous approach to pinpointing critical safety concerns, along with practical strategies for addressing them, is essential for maintaining a secure environment.
d) Establishing processes for identifying and resolving hazards, including corrective action initiation and follow-up.

6) Safety accountability should be clearly defined, including job descriptions, explicit lines of responsibility, and incorporation into annual personnel evaluations.
7) Development of a thorough safety training program, its components, and the trainers responsible for delivering the training.
8) Process for compiling and submitting monthly NTD safety data.
9) All key personnel and staff with direct safety oversight must complete all voluntary safety training courses specified in 49 CFR part 672 (final rule or latest revision) within six (6) months of the Notice to Proceed (NTP) or hire date. Refresher courses should be completed at recommended intervals. The Contractor will cover all training costs and must provide the County with certificates of completion. The Safety Training course list includes:
    a) SMS Awareness
    b) Safety Assurance
    c) SMS Principles
    d) Effectively Managing Transit Emergencies
    e) Transit Revenue Vehicle System Safety
    f) Fundamentals of revenue vehicle collision investigation
10) Safety performance measurement criteria shall include:
    a) Safety Objective
    b) Safety Performance Target
    c) Safety Performance Indicators
11) Safety Managers must complete the Public Transportation Safety Certificate Training Program (PTSCTP) or obtain certification within one year of the Contract date.

6.5.1 Security and Emergency Management

1) The Contractor shall be responsible for achieving the highest practical level of security for Ride Gwinnett's passengers, assigned fleet vehicles, equipment, and facilities for the Contractor's operations and maintenance facilities.
2) The Contractor will be required to provide security services in the following areas.
   a) All On-site Security Personnel shall be at least 18 years of age, have a High School Diploma, be legally eligible to work in the United States, pass a criminal background check, and pass a Georgia State Board Private Detective and Security Agencies (GBPDSA) approved security training course.
   b) The Contractor shall develop, maintain, and implement a security personnel management plan that includes the following: (**CDRL – 14-001**)
      1) Minimum job requirements, qualifications, and experience required.
      2) The background checks required for all security personnel.
      3) Roles and responsibilities of security personnel
      4) Hours of coverage by location, including the number of individuals per location
      5) Equipment and Technology that will be used to support the Operator's security detail.
      6) Patrolling checklists per location that identify what the Operator's Security staff will be required to inspect.
3) The Contractor shall develop, maintain, and implement security and emergency management plans that address policies, procedures, elements, and systems disseminated by the Department of Homeland Security's Transportation Security Administration, FEMA, and the Federal Transit Administration. At a minimum, the Contractor shall provide the following security and emergency management plans.
4) A System Security and Emergency Preparedness Plan (SSEPP) that addresses at a minimum, the assignment of the Operator's worker responsibilities during an emergency; (**CDRL 14-002**). The plan shall align with ***The Public Transportation System Security and Emergency Preparedness Planning Guide, FTA, 2003*** and ***Bus Safety and Security Program, Safety, Security, and Emergency Preparedness Excellence – A Roadmap, FTA, 2012***, and include the following.
   a) The assignment of employee responsibilities during the phases of an emergency response (e.g., Mitigation, Preparedness, Response, Recovery). This will also include the communication systems and protocols to be used during the emergency response and recovery phase.
   b) Response requirements when responding to various emergencies, including natural disasters, terrorist threats, hijacking events, medical emergencies, fires, and accidents.
   c) Coordination with Federal, State, regional, and local officials with responsibilities for emergency preparedness and response in the service area

d) Threat and Vulnerability Identification, Assessment, and Resolution Process
e) Implementation of tabletop and full-scale simulation exercises.
f) After action reviews
g) Written evacuation procedures for all key facilities, terminals, and shops.
h) A process to monitor and modify the effectiveness of SSEPP.
i) A Continuity of Operations Plan (COOP) per FEMA guidelines to ensure continuity of operations in the event of disaster or emergency. The Contractor shall submit their plan for approval before Service Start and shall test and update their plan annually. (**CDRL 14-003**)

5) The Contractor shall be required to participate in regional and local safety and security planning, development, and exercises at no additional cost to the County (including the exercises and trainings that are offered by TSA).
6) The Contractor shall provide a cybersecurity plan for the protection of the County and the Contractor's assets used/operated by the Contractor as part of providing Operations and Maintenance services outlined in this RFP. The Contractor shall bear the cost of delivering cybersecurity. The Contractor's cybersecurity plan shall outline the methodology and resources to be utilized locally or remotely. The Contractor's Cybersecurity Plan shall include an Incident Response Procedure requiring notification to the County within 24 hours of any suspected or actual unauthorized access, ransomware attack, data breach, or other security event affecting Contractor systems or assets used for the provision of service. The Cybersecurity Plan shall follow standards outlined in NIST Special Publication 800-43 and require encryption of all sensitive data in transit and at rest (FIPS 140-2 compliant or equivalent). (**CDRL 14-004**)
7) In response to this RFP, the Offeror shall provide a general outline of the plans and describe the development process and the schedule for full implementation, including initial and ongoing training for all employees.

6.5.2 Safety Risk Management Process

1) The Contractor shall, in coordination with the County, develop, implement, and maintain a Safety Risk Management Process for identifying Hazards, Assessing Risk, and Mitigating Risk**. (CDRL-5- 001)**
2) The Safety Risk Management Process must be comprehensive and include methods for identifying hazards and their potential consequences.
3) For Hazard Identification, the Contractor shall consider the following sources.
   a) Safety performance data trends
   b) Safety concerns identified from employee and customer reporting history, safety committees, audits, and safety events.
4) The Contractor must establish a method or process to assess the safety risks associated with identifying hazards.

5) The Safety Risk Assessment methodology shall include an assessment of the likelihood and severity of the potential consequences of identified hazards, taking into account existing safety risk mitigations, determining if safety mitigations are necessary and to inform prioritization of safety risk mitigation.
6) The Contractor's risk assessment methodology shall align with the County's Safety Risk Management process as defined in the County's Public Transit Agency Safety Plan (PTASP) and SOP-001-001 Hazard Management Process.
7) The Contractor's risk assessment process shall identify risk mitigations or strategies necessary to reduce the likelihood and severity of the potential consequences.
8) As part of the Risk Management Process, the County has established a joint Labor-Management Safety Committee(s). These safety committees should work collaboratively and be engaged to help identify risk mitigation strategies for the identified hazards. The Committee must comply with 49 CFR 673.19 and meet no less than quarterly. The meeting agenda and meeting minutes must be compiled for each meeting **(CDRL- 5-002).**
9) The Contractor shall develop a risk registry or hazard tracking log. This electronic tracking log should be used to track and prioritize potential risks, identified as part of the Contractor's Risk Management Process.
10) The Contractor shall include in their Monthly Operations Report the current list of hazards identified for the reporting month.
11) Every quarter, the contractor will provide a copy of the cumulative logs.
12) In conjunction with the Risk Registry, the Contractor shall develop a Corrective Action Plan (CAP) Process, which will be explained in the Contractor's Safety Plan.
13) CAPs should be developed for internal and external safety reviews and audits, safety event investigations, Non-compliance with the Contractor's SMS program, or when risk mitigation is determined to be inadequate.
14) The Contractor's CAP shall include the following elements,
    a) A detailed summary explaining the Corrective Action to be addressed.
    b) The scheduled timeframe for taking action to address the Corrective Action.
    c) The party by department/name who is responsible for implementing and closing out the Corrective Action.
    d) When needed, include interim short-term actions to manage the risk until the longer-term final closure of the corrective action can occur.
15) The Contractor shall provide a copy of all Risk Register/Hazard Logs, Corrective Action Plans and Risk Assessments to the County every quarter at a minimum. Beyond the quarterly submissions, the County reserves the right to request the latest version of these documented risk management tools at any time. **(CDRL 5-001)**
16) In addition to participating in County-led safety and security assessments, the Contractor shall perform a Threat and Vulnerability Assessment (TVA) of its operations, infrastructure, and

services no later than twelve (12) months after NTP and at least once every three (3) years thereafter. TVA shall follow FTA guidance (e.g., FTA Security and Emergency Management Technical Assistance Manual) and consider both physical and cybersecurity threats. All findings and mitigations shall be submitted to the County within 60 days of assessment completion **(CDRL - 5-003)**

6.5.3 Employee Assault Reduction Program

1) As part of the Contractor's Risk Management Process, the Contractor shall develop, implement, and maintain an employee assault reduction program.
2) Assaults on transit workers is defined under 49 U.S.C. 5302 as a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker. Assaults can be verbal and/or physical.
3) This program shall identify how the Contractor will:
   a) Track, monitor, and trend employee assault events.
   b) Assess the specific risks associated with assaults on Ride Gwinnett's service.
   c) Identify the mitigations that the Contractor will implement to reduce the risk of employee assaults (e.g., De-escalation training, compartment barriers, fare enforcement policies, security patrols, Employee Assistance Programs, etc.).
4) The Contractor shall provide a written Employee Assault Reduction Program and give the initial submission to the County within 90 days of NTP. **(CDRL 6-001)**
5) The Contractor shall monitor the effectiveness of their employee assault reduction program and review and update the plan as needed, but at a minimum, at least once every year during the life of the contract with the County.

6.5.4 Internal Safety Assurance Process

1) As part of the SMS, the Contractor shall develop, implement, and maintain Safety Assurance that establishes processes and programs from which the Contractor monitors their compliance with their SMS, Safety Plan, procedures, and Contractual requirements to provide operation and maintenance service for the County.
2) The Contractor's Safety Assurance process shall include an Internal Audit Program, a Rules Compliance Program, and an annual certification review process to validate compliance with their Safety Program.
3) Internal Safety Review Program:
   a) The Contractor shall develop and implement a written internal safety review program to ensure the Contractor is fully implementing their SMS in accordance with their Safety Plan. **(CDRL 7-001)**

b) The Contractor shall conduct a review of their compliance with their SMS and safety plan on an annual basis.
c) The annual review program shall assess each component and sub-element of their Safety Plan to ensure compliance with 49 CFR 673.
d) The annual review shall be conducted at the same time each year. The time (Month) of the annual review shall be identified in the written internal safety review program.
e) The Contractor shall produce a written report that provides findings and recommendations of the internal safety review program. The internal safety review program shall be submitted to the County within 30 days of completion of the internal audit review. **(CDRL 7-002)**
f) The Contractor shall develop, track and review recommendations identified as part of the internal safety review program report until each recommendation is fully implemented.
g) The Contractor shall self-certify the implementation of their SMS and safety plan. As part of the self-certification process, the Contractor shall identify any areas of non-compliance with their Safety Program and areas for improvement.
h) The self-certification process shall include a written letter to the County that provides a summary of their compliance with their Safety Plan and SMS. The certification letter shall be submitted with the Internal Safety Review report, signed by the Contractor's Safety Executive, and co-signed by the top executive responsible for the full implementation of the operations and maintenance service contract.
i) As part of the self-certification, the Contractor shall identify the actions that will be taken to achieve compliance, address recommendations, and implement any program enhancements.

4) Rules Efficiency Testing Program:
   a) As part of the Contractor's Safety Assurance process of SMS, the Contractor shall develop and implement a written rules efficiency testing program. **(CDRL 7-003)**
   b) Rules for efficiency testing programs should be addressed with particular emphasis on those operating rules that cause or are likely to cause the most accidents or incidents.
   c) The rules, efficiency, and testing program shall identify all employee crafts included in the program, which shall at a minimum include bus Contractors and vehicle maintenance personnel.
   d) The program shall describe the required operational tests and inspections, the frequency per month with which each type of test and inspection will be conducted, and the quantity of tests by rule that will be conducted each month.
   e) The Rules efficiency testing program shall identify the level of supervision responsible for conducting the efficiency testing.
   f) The rules efficiency testing program shall identify the training process to make sure that supervisors conducting the tests and observations are competent and proficient in the program, and all required tests and inspections covered in the program.

g) The Contractor shall keep records of each operational test and inspection performed in accordance with the program. The records shall record the dates, time, location, operating line/route, supervisor conducting the observation, and the results of each test and inspection.
h) Records should be maintained in an electronic format that enables the Contractor to track, monitor and trend the results of their tests and inspections.
i) The records shall be made available to the County upon request.
j) Every six months, the Contractor shall conduct a review of their program of operational rules, tests, and observations. The review shall evaluate how many tests and inspections were conducted in accordance with the program requirements and identify if the Contractor was compliant with their testing frequency and quantity.
k) The six-month review shall also evaluate the Contractor's compliance rates against each rule included in the program and evaluate, based on accident history and compliance rate, corrective actions to either the program or associated operating rules that should be revised to ensure improved compliance and reduction in incidents. This corrective action could include revisions to the training program to ensure staff are successful in understanding and complying with their operating rules.

6.5.5 Safety Performance Targets and KPIs

1) In connection with the National Safety Plan and the County's performance metrics reflected in their ASP, the Contractor shall develop, implement, and maintain safety performance measures and targets to monitor their operating and safety performance.
2) At a minimum, the Contractor's Safety Performance measures shall include:

Safety Performance Measure		Description
1	Measure 1a – Major Events	This includes all foremost safety and security events as defined by NTD.
2	Measure 1b – Major Event Rate	This includes all safety and security major events as defined by the NTD, divided by Vehicle Revenue Miles (VRM)
3	Measure 1.1 – Collision Rate	This includes all collisions reported to NTD, divided by VRM.
4	Measure 1.1.1 – Pedestrian Collision Rate	This includes all collisions "with a person," as defined by the NTD, divided by VRM.

5	Measure 1.1.2 – Vehicular Collision Rate	This includes all collisions "with a motor vehicle," as defined by the NTD, divided by VRM.
6	Measure 2a – Fatalities	This includes all fatalities as defined by NTD.
7	Measure 2b – Fatality Rate	This includes all fatalities as defined by the NTD, divided by VRM.
8	Measure 2.1 – Transit Worker Fatality Rate	This includes all transit worker fatalities as defined by the NTD, including the categories "Transit Employee/Contractor," "Transit Vehicle Contractor," and "Other Transit Staff," divided by VRM.
9	Measure 3a – Injuries	This includes all injuries as defined by the NTD.
10	Measure 3b – Injury Rate	This includes all injuries as defined by NTD, divided by VRM.
11	Measure 3.1 – Transit Worker Injury Rate	This includes all transit worker injuries as defined by the NTD, including the categories "Transit Employee/Contractor," "Transit Vehicle Contractor," and "Other Transit Staff," divided by VRM.
12	Measure 4a – Assaults on Transit Workers	This includes all assaults on transit workers as defined by NTD.
13	Measure 4b – Rate of Assaults on Transit Workers	This includes all assaults on transit workers as defined by NTD, divided by VRM.
14	Measure 5 – System Reliability	This includes Major Mechanical System failures as defined by the NTD.

3) The Contractor shall set safety performance targets against each of the performance measures listed above. The safety performance targets must be the same as or more aggressive than the safety performance targets in the County's PTASP. The safety performance targets represent the Contractor's performance goals for the coming year. The Contractor shall identify the performance targets that they will use to monitor safety performance. The Performance Targets shall be established in the first year of the contract (within 30 days of NTP) and reviewed and updated annually for the life of the contract. **(CDRL 8-001)**
4) The Contractor shall coordinate with their safety committee representatives for input to the safety performance targets. This review and input shall be documented in the safety committee meeting minutes to include the committee's approval of the agreed-upon performance targets for each performance measure.
5) The Contractor shall track each safety performance measure every month and compare the actual results of each performance measure against the established performance target.
6) The Contractor shall publish their safety performance metrics monthly and provide a copy of all data to the County. **(CDRL 8 – 002)**
7) Along with publishing their monthly performance metrics, the Contractor shall conduct trend analysis of their safety performance metrics, comparing performance over time. The trend analysis should evaluate if performance is favorable or if the Contractor will need to implement corrective action and mitigation strategies to help create a safer operating environment that produces favorable safety performance trends.
8) The Contractor is required to collect NTD data and prepare for all NTD reporting elements for the County to submit to the Federal Transit Administration. Refer to National Transit Database reporting requirements in Section 9.8.
9) The Operator shall provide a data collection and reporting system that fully integrates with the County's CAD/AVL system and TransTrack reporting software. The Contractor shall provide a detailed description of how the Federal National Transit Database (NTD) reporting program will be implemented and maintained, including its Safety Performance measures.

6.5.6 Safety Event Investigation and Management Program

1) The Contractor shall develop, implement, and maintain a written program that explains how the Contractor will conduct investigations of accidents and incidents**. (CDRL 9-001)**
2) The safety event investigation program must:
   a) Identify the scope, criteria, and thresholds for conducting safety event investigations.
   b) Identify the methods, including timing, of the internal and external notification process and information to be provided to field personnel, the Operations Control Center, emergency responders, and external agencies, including the County, and the points of contact in the departments responsible for the implementation or support of safety event investigations.

c) The Contractor will include in the investigatory process the response time to the scene to start the investigation, the process to preserve the scene, and the collection of pertinent evidence, including, but not limited to, photographs, field measurements, interviews, video surveillance evidence collection, incident reports, and equipment inspection criteria and results.
d) A description of the process to ensure the preservation of the scene until the arrival of the Contractor's investigators and/or external investigators from FTA or NTSB is warranted.
e) A description of the off-site data and evidence collection process.
f) The process for conducting root-cause analysis to identify the cause of the event and contributing factors.
g) The process for developing the event investigation report, inclusive of a summary of the event, investigation findings and analysis, causes and contributing factors, and recommendations to prevent future similar events.
h) The training requirements for all employees responsible for conducting investigations on behalf of the Contractor.
i) The training requirements for all employees who may be involved in a safety event and are required to support an investigation conducted by the Contractor's investigators.

3) The Contractor will ensure prompt response to any accident investigation or service incident as soon as possible, but no later than 30 minutes from the actual event.
4) The Contractor must promptly notify the County (via telephone) of any reportable event within accordance with the table below:

Event Type	**Notification Timeframe**
Passenger or Employee Fatality	Immediately
Passenger or Employee Serious Injury to two or more individuals	Immediately
Passenger or Employee Injury (non-serious)	No later than 1 hour after incident
Passenger illness	No later than 1 hour after incident
The evacuation of a passenger bus	Immediately
Any incident involving a bus and highway rail grade crossing.	No later than 1 hour after an accident
Damage to vehicles and property exceeding $25,000	No later than 1 hour after an accident
Collison between two revenue vehicles.	Immediately
Collision involving a transit vehicle where one or more individuals were transported away	Immediately

Event Type	Notification Timeframe
from the scene for medical attention.	
Vandalism to the vehicle and/or revenue vehicle stop	No later than 2 hours after being aware
Any interactions involving police	No later than 1 hour after incident
Any circumstance that may involve potential claim against the Contractor or the County	No later than 1 hours after being aware

5) As part of the notification, the Contractor shall provide the following preliminary Safety Event information to the County.
   a) The notification time
   b) The name and job title of the person provides the notification.
   c) The type of accident (fatality, injuries, property damage, evacuation, derailment, or other),
   d) The location, date, and time of the event
   e) Fatalities, if any
   f) The number and severity of injuries and transports away from the scene if any
   g) The number and type of vehicle(s) involved, if any.
   h) Whether first responders, Police, Fire, or any other responders responded to the scene.
   i) A description of the event
   j) Implemented and/or planned corrective actions, if any, at the time of the notification
   k) Ongoing investigation activities
6) The Contractor shall provide copies of all initial accident/incident reports to the County within twenty-four (24) hours of the time of the accident/incident. The Contractor will also notify the County of any specific accidents/ incidents for which the FTA mandates notification. The Contractor shall provide copies of all final accident/incident reports and police reports to the County within seven (7) Days of the accident/incident if available from law enforcement. The Contractor can request an extension of the seven days based on the nature of the incident. The County will have the final say in the determination and approval of any extensions beyond the 7-day requirement.
7) The Contractor must upload all video footage to the Teams Folder (or other specified site) within 24 hours of the time of the accident.

6.5.7 Accident Preventability Determination

1) An accident involving a County-owned vehicle is determined preventable or non-preventable by applying the National Safety Council's "Guidelines for Determining Preventability of Accidents," which are available upon request. In the event the County 's Safety Program Analyst does not agree with the Contractor's preventability decision, the County will make the

final determination of accident preventability. The decision on preventability by the County's Safety Program Analyst is not subject to dispute.

6.5.8 Fatigue Management/Hours of Service

1) The Contractor shall develop, implement, and maintain a written Fatigue Management / Hours of Service Program **(CDRL–10–001)**
2) The Program shall contain the following elements.
   a) A Policy Statement
   b) Program Roles and Responsibilities
   c) A process by which the Contractor assesses the risk associated with the various work schedules of Safety Sensitive employees. This assessment should identify factors that contribute to fatigue, such as shift lengths, break times, commute distance and workload.
   d) A process where the Contractor's supervision conducts fitness for duty evaluations of their respective safety-sensitive employees.
   e) Hours of service requirements that prescribe the number of hours a safety-sensitive employee is allowed to work, the number of rest hours required between shifts, and the number of consecutive days that the employee can work before needing a day of rest. The hours-of-service requirements shall follow FTA guidelines and APTA Standard APTA RT-OP-S-23-17.
   f) A medical screening process for both new hires and renewals as required by Georgia DOT and US DOT. These medical screenings shall include a process to assess sleep apnea and the treatment and disqualification factors that will be implemented for employees who are identified to have sleep apnea.
   g) A Fatigue Awareness training program shall be provided to all Safety-Sensitive Employees and all supervisors. The training shall be provided initially at the time of hire and refresher training at a period cycle determined by the Contractor and in accordance with FTA and DOT guidance.
3) A process by which the Contractor will monitor and assess their program to ensure employee's and The Contractor's compliance with the program.

6.5.9 Drug and Alcohol Program

1) The Contractor shall develop, implement, and maintain a program for Prohibiting Drug and Alcohol Use in Transit Operations and apply preventative measures for the misuse of Drugs and Alcohol for employees of the Contractor. **(CDRL 11 -001)**
   a) The Program shall comply with 49 CFR 655, 49 CFR 40, and 49 CFR 382.
   b) The Program should include a policy statement prohibiting drug and alcohol misuse in the workplace, including the consequences associated with prohibited drug and alcohol use.

c) The Program shall include an education and training program meeting the requirements of 49 CFR 655.14.
d) A testing program in accordance with 49 CFR 655 subparts C, D, E, and 49 CFR part 40.
e) A process for referring covered employees who have a verified positive drug test or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional.
f) A pre-employment screening process in accordance with 49 CFR 655 (Subpart E).
g) A process for monitoring the Contractor's compliance with their program.

2) The Contractor shall certify annually its compliance with their program before March 1 of each year and provide the Management Information System (MIS) report at the same time. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published in the Federal Register.
3) The Contractor shall provide the County with a copy of their annual certification within 7 days of completing their compliance review.

6.5.10 Safety Rules

1) In concert with or as part of the Contractor's Operating Rules, the Operator will develop, implement, and monitor compliance with a series of Safety Rules that apply to all Contractor employees. **(CDRL-15-001)**
2) The Safety rules shall include requirements for employees working in maintenance facilities, operating revenue, and non-revenue transit vehicles, and conducting or performing work as a Contractor Employee during work hours, including when on the Contractor's and/or the County's property.
3) The Safety Rules shall comply with Federal, State and Local Regulations.
4) The Safety Rules shall include a prohibition on the use of electronic devices such as cell phones and other personal communication devices while operating a Revenue vehicle. The Offeror will submit its corporate policy on communication and electronic devices for review and approval by the County.
5) The Contractor shall train all required personnel in the Safety Rules initially upon hire and annually thereafter.
6) The Safety Rules shall be reviewed, monitored for accuracy and the ability to implement, and updated at least annually and when conditions warrant.

6.6 Wages and Policies

1) The Contractor is responsible for the satisfactory performance of its employees and subcontractors. It must establish and pay wages and benefits, including necessary deductions, and is encouraged to offer competitive compensation. The Contractor must also

comply with all legal requirements related to employee liability, workers' compensation, unemployment insurance, social security, and other regulations.

2) Employees of the Contractor are not considered employees of the County, and the Contractor's employees are not entitled to participate in any wage and benefit packages provided by the County.
3) The Contractor shall indemnify the County against any liability, damages, claims, costs, and expenses arising from alleged violations of personnel practices.
4) If an employee has three preventable accidents within 24 months, the employee is precluded from driving any County-owned vehicle. The Contractor is responsible for maintaining accurate records and ensuring that employees do not operate County-owned vehicles if the above conditions are met.

6.7 Passenger Information

6.7.1 Surveys

1) The County has the authority to conduct passenger surveys and collect service-related data as needed. Authorized representatives from the agency or designated partners will administer these surveys. The Contractor must ensure full cooperation from all personnel, including the distribution of questionnaires by vehicle operators. Your participation is crucial for improving our services and meeting community needs.
2) The Contractor is prohibited from conducting passenger surveys using their staff or a third-party vendor without obtaining written consent from the County. Any request from the Contractor to conduct surveys must include the survey content and proposed schedule.

6.8 Quality Management System

1) The Contractor shall create a Quality Management System Plan encompassing all aspects of the Operations services provided under this Contract. The Quality Plan must closely align with the Safety Plan.
2) The Quality Assurance personnel must possess Quality/Organizational Excellence (CMQ/OE) ASQ certification or similar certification and training from a recognized and appropriate certifying body.
3) The Contractor's Quality Plan shall include the seven key quality management principles: customer focus, leadership, engagement of people, process approach, improvement, evidence-based decision-making, and relationship management.
    a) Referring to the most recent FTA Quality Management System Guidelines revision from October 2019 or the current one.
    b) Clearly define:

1) Key Personnel
2) Staff responsibilities
3) Process and procedures (including Standard Operating Procedures)
4) Promote reliability.
5) Proactively monitor service performance standards
6) Promote ongoing process improvements.
7) Emphasize a proactive as opposed to a reactive approach to operations.
8) Develop and analyze reports and perform trend analysis.
9) Reduce waste.
10) Ensure PMI compliance.
11) Investigate vehicles with repeat problems.
12) Track road calls and identify the root causes and corrective actions to prevent a recurrence.
13) Verify that replacement parts and fluids meet Contract/OEM requirements.

6.8.1 Standard Operating Procedures

1) The Contractor is required to implement all Standard Operating Procedures provided to the County during the term of this Contract.
2) The Contractor shall deliver the preliminary draft of Standard Operating Procedures during the pre-transfer meeting and the final draft to the County at the Initial Turnover Meeting (Contract Award).

6.8.2 Performance Standards

1) The Contractor shall ensure that services maximize productivity and quality for the customer. Performance Standards eligible for Liquidated Damages will be assessed monthly and reviewed at the start of each contract year, with adjustments made to align with the County's annual goals and the previous year's results.

6.8.2.1 Maintenance Key Performance Indicators

1) The primary measure of the County's Program service reliability is on-time performance. The performance of the Maintenance Contractor is a key factor in the reliability and timeliness of the County's service. The County requires that its vehicles be maintained in excellent repair so that routes can depart on time and in-service disruptions are minimized.
2) The objective of the Maintenance Program is to support the County's service reliability and quality through a strong program of scheduled and unscheduled vehicle maintenance.
3) The major outcomes are:
   a) Safe operation of the County vehicles
   b) Availability of the County's vehicles at pullout and throughout the service day

c) Support of the County's financial goals and planning through vehicle longevity and control of maintenance costs.

4) Key performance indicators for the County Contractor include the following:
   a) Vehicle Availability Rate – Percentage of fleet available for service at any given time.
   b) Maintenance shall ensure there are sufficient vehicles available at each location for delivery of service as scheduled, while maintaining a 20% spare ratio. Maintenance shall track and report vehicle availability daily in accordance with the process outlined in (Daily Vehicle Reporting)
   c) Mean Miles Between Failures – Measures the average miles a vehicle travels before experiencing mechanical failure.
   d) Road Call Rate – Number of breakdowns per 1,000 miles traveled.
   e) Schedule Maintenance Compliance – Percentage of preventive maintenance completed on time.
   f) Mean Time to Repair (MTTR) - Average time taken to fix a vehicle after failure/defect.
   g) Repeat Returns – When a vehicle requires corrective maintenance for an issue it had already been treated for within thirty (30) days.

6.8.2.2 Monthly Performance Review

1) Every month, the County will review the Maintenance Contractor's performance related to vehicle availability and repeated vehicle maintenance occurrences, in addition to other requirements and performance standards as stated in this Request for Proposal.
2) If the Contractor's maintenance of the County equipment is deemed substandard, or if there are other performance deficiencies in accordance with the County's requirements and performance standards, then the County will schedule a meeting with the Contractor's Maintenance management and will follow up with a written statement of specific deficiencies and request a corrective action plan.

6.8.2.3 Performance Disincentive and Incentive

1) Significant service disruptions resulting from missed pullouts, which are often caused by inadequate vehicle availability, are a serious issue. The disincentive program aims to encourage Maintenance to maintain an adequate workforce capable of performing all Maintenance duties while meeting the established performance standards.
2) If the Maintenance Contractor's average Vehicle Miles between Road Calls rises above 30,000 miles between major road calls, as calculated monthly, the Contractor will receive a performance incentive of $1,000. The County reserves the right to adjust the current goal, subject to factors related to the fleet.

6.8.2.4 Liquidated Damages for Non-Compliance with Performance Standards

1) The County expects the Contractor to meet or exceed the Performance Standards in the table below in this RFP. The Liquidated Damages specified in the table below may be applied if these Performance Standards are unmet.
2) Given the nature of the services, the Contractor and the County acknowledge that quantifying actual damages from the Contractor's failure to meet obligations is difficult. Therefore, the Contractor's liability for not meeting the Performance Standards in the table below is limited to the Liquidated Damages specified. The County's decisions regarding this damage are final and may be based on information from the Contractor, the public, staff, or other sources.
3) Liquidated damages will be deducted from the monthly invoice totals for the month the damage occurs. Liquidated damages will not be assessed for failure to meet Performance Standards if it is determined that such failures result from events outside the Contractor's control, as decided by the County.
4) Missed Trip Performance Standards: Trips that are missed due to mechanical failures, vehicle unavailability, preventable accidents, operator unavailability, or operator error may also be subject to a time deduction equal to the actual lost revenue time. The appropriate revenue time will be deducted from the total Revenue Vehicle Hours (RVH) recorded on the monthly invoice.
5) The County may, at its discretion, consider extenuating circumstances to excuse Liquidated Damages. Nonetheless, such an assessment does not relieve the Contractor of its obligations under this Contract.
6) Liquidated damages for any violation do not waive the County's right to terminate the contract for default, whether for that violation or others. The remedies in this paragraph and the termination clause are cumulative and not alternative at the County's discretion.
7) The table below summarizes the Performance Standards and Liquidated Damages for Non-Compliance. It indicates whether the Contractor will be granted a cure period for any failures. If a cure period is applicable, it specifies its duration and frequency. If no cure period is provided, it will state "No Cure Period."
8) The cure period starts from the failure date, during which Liquidated Damages will not accrue. If the Contractor fails to address the issue within the cure period, Liquidated Damages may begin to accrue from its conclusion.

Gwinnett County Performance Standards, and Liquidated Damages for Non-Compliance			
FIXED ROUTE			
FIXED ROUTE KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**
Fixed Route Missed Trips performance standard shall be defined as: Any bus on a fixed route that departs a scheduled time point ten (10) minutes or more late, shall be considered a "missed Trip". The Contractor shall not have 5% or more missed Trips on each route. The 5% shall be based on scheduled Trips for each fixed route per month. Trips that are missed due to mechanical failures, vehicle unavailability, preventable accidents, Operator unavailability, or Operator error may also be subject to a time deduction equal to the actual lost revenue time. The appropriate revenue time will be deducted from the total Revenue vehicle Hours recorded on the monthly invoice. The County may waive liquidated damage assessments for missed Trips or late Trips when circumstances exist that are beyond the Contractor's control, such as passenger illness, significant traffic delays due to weather conditions, accidents not involving Ride Gwinnett, non-preventable accidents involving Ride Gwinnett, road closures and repairs causing delays or re-routings, parades or other special events. The waiver of such LD's will be based on the Contractor's proper documentation of such incidents.	None	$200 per missed Trip on each route where 5% or more missed Trips occur.	No cure period
Fixed Route on-time performance shall be defined as: On-time performance is a measure of bus runs completed as scheduled. The criterion defines what is considered to be on-time and sets a threshold for an acceptable level of performance. The threshold is the lowest acceptable percentage of times vehicles on a particular route have completed runs on time. The County considers **late** on-time performance to be 80 percent of all Fixed Route Local runs completed five (5) minutes late of the scheduled time. The County requires 100% of runs must depart zero (0) minutes early from a scheduled time point. Any local trip leaving early from a scheduled time point shall be considered 'Late.'	$1000 if Fixed Route Local on-time performance exceeds 85% in a given month	$1.00 per revenue hour shall be deducted from the Contractor's monthly service hour billing each month the County's Fixed Route Local service does not attain at least 80% on time performance in a given month. The liquidated damage shall be applied to all revenue hours operated that particular month.	No cure period
Fixed Route buses operating ahead of schedule shall not be permitted. No bus shall depart a time point before its scheduled start time.	None	The Contractor shall be assessed a liquidated damage of two hundred dollars ($200) per incident when a fixed route bus is in Revenue Service and departs a scheduled time point any time before its scheduled departure time.	No cure period
PARATRANSIT			
PARATRANSIT KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**

Total **telephone call hold times** shall be no longer than two minutes, with primary and secondary individual hold times not to exceed one minute.	$200 if 99% of monthly average total hold times less than 2 minutes is achieved.	$200 if 99% of monthly average total hold times are greater than 2 minutes.	30 Days. Only one (1) cure period is available in a 12-month rolling period measured backward from the date of the last instance of Contractor's failure to comply with the applicable performance standard.
A Paratransit trip denial shall be defined as: • Contractor unable to provide a trip on a next-day basis when requested by an eligible customer between locations within the complementary Paratransit service area, during fixed route hours of operation, while subject to the limitations of trip time negotiation. • If the denied original trip negates the need for a return trip (round trip), the denial shall be counted as two denied trips. • If the rider requests a next-day trip and the Contractor can only offer a trip outside of the one-hour negotiating window, whether or not the rider accepts the offer, shall be considered a trip denial. • If the Contractor can only provide one leg of the rider's requested next-day round-trip, and the rider does not accept the offered one-way trip, both legs of the trip are denials and shall be counted as two denied trips. • If the rider accepts a return trip but not the outbound trip, the outbound trip shall be counted as one denial. • The Contractor is required to ensure no more than .25% (a quarter of a percent) of all monthly requested trips are denied.	$1000 if less than .25% (a quarter of a percent) of all requested trips are denied.	$1000 if more than .25% (a quarter of a percent) of all requested trips are denied.	30 Days. Only one (1) cure period is available in a 12-month rolling period measured backward from the date of the last instance of Contractor's failure to comply with the applicable performance standard.

A missed Paratransit trip shall be defined as: • Caused by the Contractor and not the rider • Trips that are requested, confirmed, and scheduled but do not take place • The vehicle arrives and leaves before the beginning of the pickup window without picking up the rider and without the rider indicating they no longer want to make the trip • The vehicle arrives at the end of the pickup window and departs without picking up the rider (either because the rider is not there or because the rider declines to take the trip because it is too late) • The Contractor is required to ensure no more than .25% (a quarter of a percent) of all requested trips are missed.	$1000 if less than .25% (a quarter of a percent) of all requested trips are missed.	$1000 if more than .25% (a quarter of a percent) of all requested trips are missed.	No Cure Period
OPERATIONS			
OPERATIONS KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**
The Contractor shall comply with all ADA compliance standards including stop announcement, wheelchair securement, proper ADA equipment operation and availability, boarding assistance, etc.	None	The Contractor shall be assessed a liquidated damage of one hundred and fifty dollars ($150) for each instance in which the Contractor fails to comply with the required ADA compliance standards or uses a malfunctioning ADA-equipped vehicle without written authorization from the County or the County as appropriate. The Contractor shall not be paid for Vehicle Revenue Hours operated by vehicles with malfunctioning ADA equipment.	No Cure Period
The Contractor shall respond to a customer complaint within two (2) Business Days (Sunday excluded) from complaint receipt (including a response to County staff). If the complaint cannot be resolved within this time frame, the customer or staff will be notified that further investigation is necessary.	None	The Contractor shall be assessed a liquidated damage of one hundred dollars ($100) per day for each instance in which the Contractor fails to comply with the customer service complaint resolution standards.	No Cure Period
The Contractor's adherence to minimum Operator, Field Supervisor, Dispatcher qualifications and training shall be defined as: On a monthly basis, the Contractor shall provide individually to the County, documentation of adherence to training identified throughout Section 7.4 and other certification requirements.	None	On a monthly basis the Contractor shall be assessed Liquidated Damages for the amount of: 1. $100 for each instance of an Operator (or other personnel) assigned to operate a bus for Revenue Service on a route/run for which they have not received the appropriate vehicle, equipment, and/or route/run training. This includes failure to properly use equipment such as Farebox, CAD/AVL, or Radio. 2. $100 for each instance Operators, dispatchers, Paratransit reservation personnel, supervisors do not receive the required training in the required interval. This includes all Customer Relations, Route, telephone, communications, equipment, bus, conflict resolution, National Safety Council Defensive Driving (or approved equivalent), training as appropriate and identified in Section 7.4	30 Days. Only one (1) cure period is available in a 12-month rolling period measured backward from the date of the last instance of Contractor's failure to comply with the applicable performance standard.
On-time performance, fare validation and accurate passenger counts are important metrics. The County requires all buses in service to have fully operational fareboxes, AVL systems, and APC systems.	None	On a monthly basis, the following assessments will be charged to the Contractor by the County in the event of non-compliance to farebox, AVL, APC requirements: 1. $100 for each instance a bus is placed into service with a non-functioning farebox. This includes any non-functioning fare system or card reading devices. 2. $100 for each instance a bus is placed into service with a non-functioning AVL system. 3. $100 for each instance a bus is placed into service with a non-functioning APC system.	No Cure Period
MAINTENANCE			
MAINTENANCE KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**

For the purposes of evaluating the Contractor's fleet maintenance practices, Mean Miles Between Failures (MMBF) shall be defined as: On a monthly basis, ***for each service mode***, and ***individually for the County***, the Contractor will maintain an interval of at least fifteen thousand (15,000) miles between failures for vehicles used in Revenue Service. A failure in service shall be defined as any vehicle incident (excluding traffic and weather) whether the vehicle is in Revenue Service or Deadheading which results in a delay of five minutes or more and/or results in the vehicle being shifted off.	$1000 for each service mode and individually for the County if a MMBF of 30,000 miles is attained.	On a monthly basis, if the MMBF interval falls below fifteen thousand (15,000) miles (for any mode and individually for the County), between failures in service, then the County shall assess Liquidated Damages of five hundred dollars ($500) for every 1000 miles below the 15,000 mile requirement for each mode and individually for the County.	No Cure Period
The Contractor's adherence to minimum technician qualifications and training shall be defined as: On a monthly basis, the Contractor shall provide individually to the County, documentation of adherence to Section 7 (Maintenance Personnel) ASE certified technician, training, and other certification requirements.	On a one-time basis, the Contractor shall receive an incentive of: • $250 bonus for each technician that obtains the ASE certification training requirements for their position as outlined in the RFP. This is a one-time bonus and is not repeated yearly.	On a monthly basis, the Contractor shall be assessed Liquidated Damages for: 1. $250 for a Level “B” Maintenance Mechanic performing HVAC system repairs or service that require the technician to have AEC Transit Bus Certification. The technician must have the appropriate certification for the system being repaired or serviced. 2. $250 for each instance of a technician has not maintained certification and recertifications before the expiration date and a valid license as identified in Section 7.2. 3. $250 for each instance of a hostler not receiving the required minimum training identified in Section 7.4.	90 Days. Only one (1) cure period is available during the term of the Contract.

The Contractor shall meet or exceed all maintenance requirements outlined in this RFP. The Contractor shall ensure all buses are properly maintained, safe, and reliable.	$500 for each service mode and individually for the County if no assessments may be made for non-compliance with required maintenance responsibilities. For the incentive, each mode will be evaluated separately and individually for the County.	On a monthly basis, in the event of non-compliance with required maintenance responsibilities, the Contractor shall be assessed the following individually by the County: 1. $100 per Day, $20 per hour, or $1 per mile (as applicable for mileage and time-based scheduled inspections) for each scheduled inspection performed early or late (example: a 6000-mile inspection performed at 6750 miles is considered late by 150 miles which would result in an assessment of $150. A time-based inspection due at 100 hours and performed at 115 hours is considered late by 5 hours which would result in an assessment of $100). 2. $100 per Day until repaired for each instance where minor body damage, including scratches, dings, and dents, missing decals, etc., whether damage is on the interior or exterior, is not repaired within 30 Days of occurrence. (example: damage repaired 33 Days after occurrence, assessment would be $300). 3. $100 per Day until repaired for each instance where major body damage, whether damage is on the interior or exterior, is not repaired within 30 Days of occurrence unless a waiver is provided by the County. (example: damage repaired 33 Days after occurrence, assessment would be $300). 4. $100 for each instance a bus is reported with confirmed improper functioning HVAC while the bus is in service. (note: repeat failure reported within a 48-hour period following an initial reported failure on the same bus shall be considered a confirmed failure whether or not either diagnosis did not confirm a failure. For this scenario, the assessment would be $200). 5. $1000 per instance in the event a bus with an out of service condition is placed into service. (example: a bus with a brake problem is placed into service). 6. $100 for each passenger seat not replaced or repaired within 72 hours of occurrence. 7. $100 for each ADA required piece of equipment not repaired within 48 hours of occurrence. This includes PA system, accessibility devices (such as wheelchair lifts, ramps, tie-downs, stop request, etc.), kneeling system, and signage etc. 8. $100 per instance if a wheelchair lift / ramp or kneel feature does not function when needed while the bus is in Revenue Service whether for the ramp/kneel feature is required for a customer or requested by a representative of the County. 9. $500 for each occurrence of a bus running out of fuel. 10. $100 per Day if mechanical and/or electronic defects are not repaired within three (3) Business Days after discovery, or when reported on DVIRs.	30 Days for items 2 and 6. Only one (1) cure period is available in a 12-month rolling period measured backward from the date of the last instance of Contractor's failure to comply with the applicable performance standard. No cure period for the other items (1, 3, 4, 5, 7, 8 and 9).
The Contractor shall be responsible for maintaining the interior and exterior cleanliness of all bus, Paratransit, and Microtransit Revenue Vehicles in order to provide a positive public image and appearance. The Contractor shall ensure the cleanliness of each vehicle scheduled for Revenue Service before the commencement of each service day. At all times, vehicles in Revenue Service shall be free of noxious odors from cleaning products, pest control products or other such products. Section 6.4.3.10 identifies the Contractor's vehicle cleaning and cleanliness requirements.	$300 for each service mode and individually for the County if no assessments may be made for non-compliance with required vehicle cleanliness requirements. For the incentive, each mode will be evaluated separately and individually for the County.	On a monthly basis, the following assessments will be charged to the Contractor by the County in the event of non-compliance to Revenue Vehicle cleanliness requirements: 1. $50 for each instance graffiti is not removed within 24 hours it was found. 2. No bus shall be placed into service with offensive, gang related, or obscene graffiti. If a bus is placed into service with said graffiti, the Contractor shall be assessed $100. 3. $50 for each violation of cleanliness standards based on compliance monitoring and the County vehicle cleanliness inspections. 4. $100 for each instance of daily, minor, and major detailing and cleaning services not completed at the required interval. 5. $100 for each instance of vehicle pest control measures not performed at the required interval. Each bus shall be considered an instance.	5 Days. Only one (1) cure period is available during the term of the Contract.
REPORTINGS			

REPORTING KPI	INCENTIVE	LIQUIDATED DAMAGES	CURE PERIOD
The Contractor must maintain detailed records in all areas of the operation. This information is vital to ensure compliance with county, federal, and State requirements, and to enable a thorough monitoring and evaluation of the system, including ridership, revenue, maintenance activities, Fixed Route Local, Microtransit, and Paratransit service efficiency and effectiveness of customer feedback. Basic reporting requirements are identified in Section 9 of this RFP.	$100 for each service mode and individually for the County if no assessments ***may be made*** for non-compliance with required vehicle reporting requirements.	In the event the Contractor does not provide the required reports, or provide the raw data in the correct format, the Contractor shall be assessed individually by the County: 1. $50 per Day per report for each Day following the required delivery date a report is received by the County. Assessments shall accrue until the report is received. 2. $100 for each instance the County are not able to obtain information from TransTrack. 3. $50 per Day per report for each custom performance report requested by the County and not delivered by a required date. Assessments shall accrue until the report is received.	5 Days. Only one (1) cure period is available during the term of the Contract.
QUALITY MANAGEMENT SYSTEMS, SAFETY, AND SECURITY			
QMS, SAFETY, AND SECURITY KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**
The County requires the Contractor to implement the County's ASP and SMS plans in addition to the Contractor's own QMS plan. The RFP notes the importance of QMS, Safety, and Security to the County throughout the document with additional requirements	$200 for each service mode and individually for the County if no assessments may be made for non-compliance with required QMS, Safety and Security requirements.	On a monthly basis the Contractor shall be assessed Liquidated Damages for the amount of: 1. $250 for each Key Personnel and/or staff member with direct safety oversight responsibility who has not completed all Safety Training courses listed in section 7.4 within six months of the Contract NTP. Refresher courses not completed within the recommended intervals will also result in the assessment of $500 per instance. 2. $250 for each instance of Key Personnel not completing National Incident Management Systems training ICS classes 100, 200, and 300 within the first year of the Contract or within one year from date of hire/assignment to the County. 3. $1000 per month for each Quality and/or Safety manager position not filled with a qualified and certified person per the requirements of the RFP. 4. $1000 per month individually to the County for non-compliance with the PTAS plan.	30 Days for items 1 and 2. Only one (1) cure period is available during the term of the Contract. No cure period for items 3 and 4.
FACILITIES			
FACILITIES KPI	**INCENTIVE**	**LIQUIDATED DAMAGES**	**CURE PERIOD**
The County require the Contractor to properly maintain all facilities and equipment provided for their use by the County as identified in this RFP.	None	On a monthly basis, the following assessments will be charged to the Contractor by the County in the event of non-compliance to facilities and equipment maintenance requirements. 1. $100 per Day for equipment preventative maintenance that is performed beyond the required interval. 2. $100 per Day facility equipment remains out of service or not functioning as required for more than five (5) Days (unless a waiver is granted by the County).	30 Days. Only one (1) cure period is available in a 12-month rolling period measured backward from the date of the last instance of Contractor's failure to comply with the applicable performance standard.

ATL and Gwinnett County Joint Scope

The following items are joint services provided collectively for ATL and Gwinnett County.

7 Personnel

1) The Contractor must develop a comprehensive organizational and personnel plan for operations and maintenance, including all hiring, training, and supervising responsibilities.
2) The North Facility and South Facility will have full-time, dedicated key personnel assigned to their facilities. It will also have dedicated dispatchers, supervisors, mechanics, trainers, operators, and other support staff assigned to their locations.
3) The Contractor must have adequate operators, dispatchers, and supervisory staff available to provide service as outlined in the Scope of Work/Services. This staffing is essential for effectively managing day-to-day street operations. The North Facility and South Facility will have their dedicated dispatch stations, and ATL and the County will have their dedicated dispatch personnel.
4) The Offeror, as a part of this RFP, will provide an organizational chart for each facility, job descriptions, and resumes for key personnel positions related to this project. ATL and the County reserve the right to approve each member of the Contractor's management staff and to require the Contractor to add or eliminate management positions.
5) Once the ATL and/or the County provides approval of the Contractor's key personnel, those individuals shall not be removed or reassigned without formal consent from the client.
6) The Contractor must fully staff the key personnel positions specified in their proposal. Any changes to key personnel require an interview and prior written approval from the ATL Chief Transit Officer and/or the County Transit Division Director. Vacant staff positions, including key personnel and support roles, must be filled within 30 days. The Contractor must seek approval from the ATL and County to extend this timeframe. An interim management team may be allowed if a position cannot be filled within thirty days, pending the ATL and or the County's approval.
7) If any key personnel positions become unavailable, the Contractor must submit a proposed replacement's resume and qualifications to ATL and/or the County for approval as soon as possible. ATL and/or the County will respond within three (3) business days regarding the proposed candidate's acceptance.
8) The Contractor should offer candidates with appropriate qualifications and relevant experience for other respective management positions. ATL and/or the County reserves the right to approve or reject any management candidates.
9) ATL and/or the County understands the need for a strong management team and proposes a career development program for front-line staff that incentivizes longevity, accomplishments, education, and advancement.

7.1 Key Personnel

The Contractor shall provide management staffing at a level and capability sufficient to oversee its functions and employees. The Offeror must submit permanent candidates for these crucial roles, and ATL and the County reserves the right to approve or reject these candidates.

Key Personnel must make their designated facility (North facility or South Facility) their primary reporting location, and when not on-site, must be accessible by phone or in person to make decisions regarding ATL and the County's day-to-day operations. The table below specifies shared versus separate positions between ATL and the County.

Key Personnel	# of ATL Positions	# of Gwinnett County Positions	# of Shared Positions
North Facility			
General Manager			1
Safety and Training Manager			1
Quality Assurance Manager			0.5 (1 position for both facilities)
Operations Managers	1	2	
Maintenance Manager			1
South Facility			
General Manager	1		
Safety and Training Manager	1		
Quality Assurance Manager			0.5 (1 position for both facilities)
Operations Manager	1		
Maintenance Manager	1		

Specific key personnel position details include:

1) **General Manager**
   a) The General Manager is a shared position at the North Facility between ATL and the County. The General Manager at the South Facility is an ATL-only position. The General Manager will adopt a proactive management style, collaborate with the County and ATL on service quality, operational data, and passenger feedback, and assist as needed. The General Manager oversees all activities of the North Facility. This includes ensuring the quality and

safety of all services, demanding high-quality customer service from all front-line staff, and assuring that all reporting and documentation standards are met.

b) The General Manager must have at least ten (10) years of experience in transit operations, including fixed route, on-demand, and ADA service operations, and possess a minimum of seven (7) years of experience in senior management for a transit agency of equal or greater size. Candidates must have a minimum of a high school diploma or GED and an associate's degree.

2) **Safety and Training Manager**

a) The Safety and Training Manager is a shared position at the North Facility between ATL and the County. The South Facility will have its own Safety and Training Manager. This Manager will oversee and manage the Safety and Training program outlined in the Contract. The Contractor must designate one full-time Safety and Training Manager.

b) The Safety and Training Manager shall provide proactive management, including, but not limited to, technical training, safety initiatives, and other necessary activities.

c) The Safety and Training Manager will implement the approved Public Transportation Agency Safety Plan (PTASP) for the County and ATL, including the required Transit System Safety and Emergency Preparedness Plan (SSEPP) and any additional safety and security requests.

d) The Safety and Training Manager must have a minimum of five (5) years of supervisory or managerial experience and at least ten (10) years of transit experience with an equal or greater-sized transit operation. Preferred qualifications include knowledge of PTASP, OSHA, and FTA requirements and experience training adult learners.

e) The Contractor's Safety Manager and key personnel with direct responsibility for implementing the Contractor's safety program shall have already completed or will complete within 6 months from NTP (or within six months of hire) their public transportation safety certification training program (PTSCTP) curriculum pursuant to FTA training requirements under 49 CFR 672. The Contractor shall provide confirmation that their Safety Manager and key safety personnel have received and their current with this PTSCTP training. The Contractor shall provide to the County and ATL certificates of completion for each course for all key personnel. **(CDRL - 2-001)**

3) **Quality Assurance Manager**

a) The Quality Assurance Manager position should be shared between the North and South Facility between ATL and the County. This position requires five (5) years of experience in public transit, three (3) years of QA/QC Management experience, and expertise with quality metrics reporting. Quality assurance, process improvement, or related fields, focusing on transportation, should have certifications like those offered by the American Society for Quality (ASQ).

b) Ensure adherence to timeliness requirements for response, resolution, and reporting complaints and grievances.
c) Update and report activity to the management staff consistently and promptly.
d) Oversight of all data gathering, reconciliation, and reporting
e) Ensuring that all submittals are accurate and submitted on time by the Contractor.
f) They perform random audits of maintenance, DVIR, and quality checks of all department records. It also performs random audit checks of contractor performance, e.g., washing logs, fuel logs, etc.
g) Performs random audits with the Safety Manager of Department requirements, i.e., D&A Compliance, BOCT Logs, timely updates, etc.
h) Organize systematic data collection and analysis in concert with other departments.
i) Provide necessary data and information to monitor and coordinate quality improvement, credentialing, and service outcomes.
j) Monitors and evaluates system data to determine contractor compliance; writes comprehensive contractor oversight reports.
k) Monitors driver schedule adherence and on-time performance; monitors operator skills and appearance; performs operator credential checks.

4) **Operations Managers**
   a) The Contractor shall appoint Operations Managers to oversee transit system operations as specified in the Contract. The North Facility will have three (3) Operations Managers. There will be one (1) operations manager per service mode (Commuter [ATL Xpress], Local Fixed-Route [Gwinnett County], and on-Demand Microtransit and Paratransit [Gwinnett County])
   b) The Operations Managers shall provide proactive management and supervisory skills to ensure the performance of Contractor operations duties and responsibilities.
   c) Candidates for the Operations Manager positions must have at least five (5) years of experience in public transportation operations, including fixed routes, on-demand, and ADA service operations. Additionally, candidates must possess at least three (3) years of supervisory or management experience.
5) **Maintenance Manager (ATL and the County)**
   a) The Maintenance Manager is a shared position at the North Facility between ATL and the County and one full-time Maintenance Manager who will be assigned with dedicated responsibilities to the South Facility. The Maintenance Manager is responsible for overseeing the daily operations of the fleet maintenance department to ensure safe, reliable, and efficient service of transit vehicles and facilities. This position leads a team of technicians, supervisors, and administrative staff to ensure compliance with federal, state, and local regulations. This role involves providing administrative leadership and oversight for all Maintenance personnel and ensuring that all Maintenance staff have the necessary resources to address any maintenance-related issues. The primary responsibility of the

Maintenance Manager is to support the ongoing development and oversight of the Maintenance Program.

b) The Maintenance Manager must have a minimum of five (5) years of supervisory or managerial experience and at least ten (10) years of transit vehicle maintenance experience. Candidates must have a minimum of a high school diploma or GED or degree in a relevant field, such as mechanical engineering, transportation management, or a degree equivalent, which may be a substitute for part of the experience requirement. The Maintenance Manager should possess in-depth knowledge of mechanical maintenance and repair methods and practices, strong knowledge of diesel and electric vehicle systems, proficiency with maintenance management software, and a valid driver's license.
c) The Maintenance Manager who will be assigned to the South Facility will be required to obtain underground fuel storage tank (UST) Operator Class A and B certification. They must be trained and get their certifications within 30 days of assuming duties. Class C operators must be trained before assuming duties.
d) The Maintenance Manager, who will be assigned to the South Facility, will be required to obtain training related to the MCI CRT LE electric coaches, specific safety training, including arc-flash training, NFPA 70E, and OSHA training per 29 CFR 1910.331 -335, and related OEM servicing and maintenance training for high voltage systems.
e) The Maintenance Manager, who will be assigned to the South Facility, will be required to monitor warranty repairs, manufacturer recalls, and repairs conducted by external vendors. A critical function of this position is to ensure accurate reporting and recordkeeping within ATL databases. The Maintenance Manager (or their designee) must be available during all operational hours to respond to significant events or emergencies.

7.2 Other Personnel

Other personnel specified below are required in this contract. However, ATL and the County understand that other support personnel are needed to help operate this contract. Please list those additional support positions in your organizational chart. Employees in safety, training, dispatch, and fixed route must have a valid Georgia Commercial Class B Driver's License (CDL), a DOT medical card, and necessary passenger and airbrake endorsements for fleet equipment. If minimum credentials are not maintained, employees are not authorized to provide service for ATL and/or the County.

Key Personnel and supervisors must complete or be certified in the National Incident Management Systems (NIMS) training program within their first year with ATL and/or the County. They must finish ICS courses 100, 200, and 300, and the Contractor must provide ATL and/or the County with the certificates upon completion.

The table below specifies shared versus separate positions between ATL and Gwinnett County.

Other Personnel	# of ATL Positions	# of Gwinnett County Positions	# of Shared Positions
North Facility			
Road Supervisors	1 per 8 VOMS per day	1 per 8 VOMS per day	
Dispatchers	Minimum 1 Dispatcher per Xpress shift	Minimum 1 Dispatcher per mode/per shift	
Safety and Training Supervisors			1 per 25 total vehicles
Maintenance Supervisors			1 per shift
Transit Parts Specialist			1
Master Mechanic			1 per 40 total vehicles
A/B/C Maintenance Mechanics			1 per 8 total vehicles. 20% Level A specializing in diesel engines, 40% Level B, 40% Level C
Technology Coordinator			0.5 (1 position for both facilities)
Electronic Technicians			1 per 40 total vehicles
Utility Workers			1 per 8 vehicles in revenue service
South Facility			
Road Supervisors	1 per 8 VOMS per day		
Dispatchers	Minimum 1 Dispatcher per Xpress shift		
Safety and Training Supervisors	1 per 25 total vehicles		
Maintenance Supervisors	1 per shift		
Quality Assurance Coordinator	1		
Transit Parts Specialist	1		

Master Mechanic	1 per 40 total vehicles		
A/B/C Maintenance Mechanics	1 per 8 total vehicles. 20% Level A specializing in diesel engines, 40% Level B, 40% Level C		
Technology Coordinator			0.5 (1 position for both facilities)
Electronic Technicians	1 per 40 total vehicles		
Zero Emissions Technician	1		
Utility Workers	1 per 8 vehicles in revenue service		

1) **Road Supervisors**

a) Supervisors ensure a safe, efficient, and reliable transit system. They actively support revenue vehicle operators in their daily responsibilities, monitor vehicle service closely, and investigate any potential issues that may arise. The Road Supervisor communicates critical information and recommendations to management, operators, employees, passengers, and the public, driving swift problem resolution and maintaining high-quality service. This role is safety-sensitive and strictly adheres to the FTA Drug and Alcohol Policy. Special emphasis must be given to supervisory presence at major transfer points. Road supervisors must not be utilized as pullout officials during AM and PM peak service periods.

b) The Contractor must have **one** road supervisor on staff per shift for every **eight (8)** vehicles in revenue service (VOMS) per facility. Road Supervisors should be visible and in the field 80% of their shift and possess at least one (1) year of transit experience.

c) Road Supervisor Responsibilities:

1) Acts appropriately as a representative of the Contractor and the ATL and/or the County while working effectively in a diverse work environment.
2) Prioritizes assignments and organizes time.
3) Investigates accidents, incidents, disputes, and disturbances as assigned by policy and in conjunction with involved authorities.
4) Monitors revenue vehicle operators' performance and passenger interaction skills. Provide instruction on revenue collection and farebox data management and recommend training to ensure compliance with safety policies.

5) Conducts time point and passenger load checks to ensure schedule and route efficiency.
6) Reschedules revenue vehicles due to disruptions in service, in conjunction with dispatch, and as appropriate.
7) Reviews services, routes, and road conditions, recommending alternate routes to dispatch and suggesting service improvements to supervisors as needed. Adjustments to running times or changes to schedules and routes are proposed to ensure quality service.
8) Writes reports regarding service disruptions, security incidents, and Operator performance/behavior per policies and procedures. May assist operators in filing reports.
9) Assists in processing and follow-up of customer service complaints and requests.
10) Evaluates operators' capacity to remain in service during investigations of accidents, incidents, and potential substance abuse issues.
11) Works with security and police agencies regarding assaults, disturbances, and undercover operations.
12) Monitors all revenue vehicle stops and shelters regularly for damages, missing route stop signs, graffiti, trash, and/or obstructions, or safety hazards.
13) Performs assigned duties during special events and snow emergencies to minimize service disruption. Works with ATL and/or the County to assist with detours affecting contracted service, including but not limited to, transporting passengers, posting notices, checking the service area for accessibility, and directing revenue vehicle operators.
14) Inspect revenue vehicles for their appearance, safety compliance, and maintenance condition. Operate revenue vehicles and other equipment as required.
15) Conducts fare inspections, accident investigations, and campaigns for policy adherence individually or in conjunction with ATL and/or the County. Assists with the drug and alcohol program and unique campaigns as needed.
16) Monitors traffic congestion and direct revenue vehicle movement.

2) **Safety and Training Supervisor(s):**

a) Safety & Training Supervisors are responsible for developing and implementing safety protocols, conducting training sessions to enhance awareness and skills, investigating incidents, and overseeing compliance with regulations. They are accountable for conducting post-accident training and overall refresher training. They stay up to date with the best practices surrounding training and education for staff. The Contractor should have **one** safety and training supervisor on staff for every **twenty-five (25)** vehicles in revenue

service per facility. This role is shared between the County and ATL. The Safety and Training supervisor must possess at least one (1) year of transit experience and training experience.

b) Safety and Training Supervisor responsibilities:
   1) Take responsibility for day-to-day scheduling, counseling, and evaluation reports to local management.
   2) Conducted on-the-scene accident investigations and assisted drivers in preparing accident reports, OSHA reports, and safety violation documents.
   3) Designs and delivers driver training and safety courses, trains new drivers, and retrains those involved in preventable accidents.
   4) Observes drivers on the road and corrects safety problems on the scene while documenting violations.
   5) Liaise between drivers and the organization on customer service issues.
   6) Evaluates and monitors driver safety, performance, and compliance in legal, employment, and labor policy matters.
   7) Assists Safety Manager with DOT/FTA compliance regarding drug testing and record keeping.
   8) Meets all driver qualifications at the location.
   9) The Safety Training Instructor shall hold a valid CDL Class B license, Medical Card (self-certification), and endorsements required to operate all equipment in the fleet.

3) **Maintenance Supervisor(s):**

a) The Maintenance supervisors are responsible for overseeing the daily maintenance and repairs of the transit vehicles. This position supports the Maintenance Manager, supervises maintenance staff, ensures compliance with safety and regulatory standards, and supports the overall reliability and performance of the transit fleet. The supervisor works closely with the Maintenance Manager to implement preventative maintenance programs and responds to service needs in a timely and efficient manner. The Contractor should have one maintenance supervisor on staff for each shift per facility.

b) Maintenance Supervisor responsibilities:
   1) Supervising and assigning work to technicians and mechanics for vehicle inspection, repairs, and preventative maintenance.
   2) Responding to road calls and coordinating field repairs with the operations/dispatch team to ensure vehicles are available for scheduled services.
   3) Maintaining records of all road calls and warranty repairs.

b) Maintenance Supervisors must have the following qualifications:
   1) Minimum of two (2) years of supervisory or managerial experience.

2) At least seven (7) years in general maintenance and/or four years of Transit vehicle maintenance experience, including buses.
3) Candidates must have a minimum of a high school diploma or GED, and an associate degree or technical certification in diesel mechanics, automotive technology, or a related field.
4) The Maintenance Supervisor should be proficient in reading service manuals and skilled in diagnosing mechanical, electrical, and electronic systems.
5) A valid GA driver's license.

4) **Dispatchers:**

a) Dispatchers are instrumental in helping operators perform to their best ability. Their role includes facilitating communication between staff at the base and in the field, ensuring all operators are following their designated routes, and helping to reroute in emergencies, among other responsibilities. The Contractor should have at a minimum one dispatcher available for each mode of revenue service every shift per facility.
b) Dispatcher responsibilities:
   1) Overseeing road service assigned carriers by tracking trip performance measures, ensuring routes begin on time, performance incidents, and more.
   2) Responding to radio and CAD/AVL communications throughout operating hours and communicating with operators, supervisors, and maintenance personnel regarding operations, service delivery, and safety.
   3) Managing emergencies for vehicle operators and acting as a liaison between the carrier and emergency services.
   4) Managing daily service by reviewing route performance and proactively responding to situations that may impact customer service.
   5) Overseeing daily bus schedules, providing driving directions, troubleshooting issues, and moving late trips to ensure on-time performance and efficiency.
   6) Monitoring traffic conditions and weather updates to ensure safe bus operations.
   7) Must actively monitor rides, address "where's my ride" calls, and move rides to ensure timeliness.
   8) Dispatchers' staff must proficiently use computers, scheduling software, and related programs. Additionally, training in radio protocol and communication for operators, effective customer service, soft skills, de-escalation techniques, record-keeping, and incident reporting is required.
   9) Communicating delays and service interruptions to the Client and Customer Service promptly.
c) Dispatchers must have the following qualifications:

1) Trained to manage all modes of transportation in revenue service, including paratransit, microtransit, and fixed routes.
2) A high school diploma or GED; a technical degree is preferred.
3) Minimum 3 years of experience in dispatching.
4) Excellent verbal, soft skills, interpersonal, and customer service skills.
5) Able to work in a high-pressure environment, making quick decisions, and guiding multiple operators at a time.
6) Problem-solving and analytical skills.
7) The Contractor must ensure that dispatchers are scheduled during all hours that vehicles are in revenue service.

5) **Operators**

a) Operators play a critical role in ensuring safe and reliable community transportation. They are responsible for driving safely, following traffic regulations, providing excellent customer service, guaranteeing passenger safety, inspecting and maintaining buses, promptly reporting incidents, and maintaining punctual service schedules.
b) Operators must be responsible for the following:
   1) Safely transporting customers in a safe, courteous, and responsible manner.
   2) Performing pre/post-trip vehicle inspections as required.
   3) Assisting in the boarding of passengers using wheelchairs or other mobility devices.
   4) Notifying dispatch of deviations, overload, accidents, passenger incidents, medical/ behavioral problems, or mechanical/electrical trouble.
   5) Advising passengers of rules and regulations when necessary.
   6) Completing and submitting written reports concerning passengers and all accidents.
   7) Operating the onboard computer and destination signs.
   8) Must be able to work shift hours and days assigned, including night shifts.
   10) Be familiar with and follow assigned instructions and standards for using any onboard equipment.
   11) Stop at designated points to load and unload passengers.
c) Operators must have the following qualifications:
   1) Operators must be at least 21 years of age and must have held a valid driver's license for at least three years upon hiring.
   2) Demand response operators must also:
      i. Be qualified to drive vans and cutaway vehicles.
      ii. Have and maintain minimum qualifications for a Class C driver's license with passenger endorsement and a DOT medical card.
      iii. Learn and be familiar with microtransit and paratransit service areas as assigned.

3) Fixed route operators must also:
    i. Be qualified to drive 40ft and 45ft buses.
    ii. Have and maintain minimum qualifications for a Class B CDL with passenger endorsement and a DOT medical card.

d) Operators must ensure that cash fares are deposited into the farebox and must not handle cash transactions directly. If a passenger is unable to deposit a fare into the farebox due to a disability, an exception may be made for the operator to assist.
e) Operators are responsible for recording ridership counts by passenger categories using the electronic farebox system provided on the revenue vehicle or as instructed by the ATL and the County.
f) Operators are crucial in ensuring accessibility for all passengers by operating wheelchair lifts and ramps and securing mobility devices on various vehicles. They also announce all stops as mandated by the ADA and federal law, especially when automated systems fail.
g) Operators must complete pre-trip and post-trip vehicle inspections by the Contractor's operating rules and procedures and the Georgia Department of Transportation (GDOT) requirements. Operators' pre-trip and post-trip inspections should also include a functional check of all vehicle technology systems.
h) Contractor employees, personnel, subcontractors, partners, and other associated parties who operate County vehicles must be able to use the CAD/AVL system. When operating a County vehicle, the Party is responsible for logging on and off their Mobile Data Terminal (MDT) associated with their assigned service mode so that they can communicate with the County's Central Dispatch.
i) When the front door of a fixed route vehicle is not pulled adjacent to the curb, the operator is required to kneel the right-front corner of the car to allow for safe access.

6) **Transit Parts Specialist**

a) The Transit Parts Specialists are responsible for procuring, managing inventory, issuing, and tracking parts and supplies used in the maintenance and repairs of transit vehicles and equipment. This role ensures mechanics and maintenance staff have the necessary materials to perform their duties efficiently. Responsibilities include receiving, inspecting, labeling, and stocking incoming parts, supplies, and materials. Maintain cleanliness and organization of the parts room, shelves, and storage area.
b) The Transit Parts Specialist must have a minimum of two years of experience in parts and inventory control, preferably in a fleet, transit, or automotive environment. The candidate must also know vehicle components and have proficiency with inventory software and Microsoft Office. Candidates must also have a minimum high school diploma or GED and a valid driver's license.

7) **Technology Coordinator**

a) The Technology Coordinator is responsible for overseeing all aspects of in-vehicle technology systems within the agency's fleet. This role involves planning, implementing, and performance monitoring of key systems. This role ensures system integrity, vendor compliance, and seamless coordination with Operations, IT, and Maintenance departments to enhance service delivery, passenger experience, and data reliability.
b) Monitors and manages Computer Aided Dispatching (CAD), Automatic Vehicle Location (AVL), Automatic Passenger Counter (APC), fare collection systems, destination signage, and in-vehicle camera systems.
c) Maintains operational integrity of vehicle-mounted technology across fixed-route and demand response fleets.
d) Coordinates installations, updates, and repairs for hardware and software systems – both on transit vehicles and at property site(s).
e) Maintains and manages technology software systems.
f) Tracks technology inventory, including radios, mobile data terminals (MDTs), cameras, and communication equipment.
g) Serves as agency point-of-contact for system vendors and integrators.
h) Facilitates troubleshooting and ensures resolution of service tickets.
i) Provides hands-on technology support (IT) issues impacting property staff.
j) Supports contract compliance and participates in technology-related procurements.
k) Develop user guides for transit operators, supervisors, and dispatch staff.
l) Maintains technology SOPs and documentation to support operational continuity.
m) Assists in the collection and validation of data for operational KPIs, performance dashboards, and service analysis.
n) Ensures accuracy and integration of GTFS and real-time feeds.
o) Participants in technology need assessments and recommend future upgrades.
p) Monitors and manages building security - both badging and camera surveillance.

8) **Master Mechanic**

a) A Master Mechanic is a senior-level technician responsible for performing and overseeing complex diagnostics, repairs, and preventive maintenance on a variety of transit vehicles and equipment. This position serves as a technical expert within the maintenance team, assisting with training, troubleshooting, and ensuring quality control across all transit vehicle maintenance tasks. The Master Mechanic plays a critical role in ensuring the fleet's safety, reliability, and performance. A Master Mechanic must have in-depth knowledge of engine systems, brakes, electrical components, diagnosis, and repairs of complex

mechanical and HVAC systems of transit vehicles, and routine preventive maintenance inspections and services according to the manufacturer's standard.

b) The Master Mechanic must have a minimum of five years of progressive experience in transit, or heavy-duty diesel and must hold a minimum of two ASE Transit Bus Certifications and a high school diploma or GED. The Master Mechanic must demonstrate expertise in diagnostic, major system repairs, and electronic troubleshooting. The candidate must maintain certifications and recertification tests before the expiration date and must possess a valid driver's license.
c) H2- Diesel Engine
d) H3- Drive Train
e) H4- Brakes
f) H5- Suspension and steering
g) H6- Electrical/Electronic System
h) H7- Heating, Ventilation, and Air Conditioning (HVAC)
i) H8- Preventive Maintenance and Inspection (PMI)

9) **Maintenance Mechanics (Technicians) – Level "A"**

a) The Transit Maintenance Mechanics Level A is a highly skilled technician, and candidates are responsible for performing advanced diagnostics, repairs, and preventive maintenance on transit buses. This role required expertise in multiple systems, including diagnosing, troubleshooting, and repairing equipment. Inspect, maintain, overhaul, repair, and service diesel-powered equipment. Repair and adjust fuel, ignition, electrical, and cooling systems, chassis, diesel and alternative fuel engines, drivetrains, brakes, HVAC, and advanced electronics. Mechanic Level A may serve as a lead on complex repair projects and mentor junior technicians.
b) Mechanic Level A must have a minimum of four years of progressive experience in transit and heavy-duty diesel. The candidate must hold a minimum of one ASE Transit Bus Certification and a high school diploma or GED. Must be proficient with diagnostic tools, service manuals, and have formal training in diesel technology and automotive systems. The candidate must maintain certifications and recertification tests before the expiration date and a valid driver's license. Any mechanic classified as level A who is required to perform a vehicle road test must possess a valid commercial driver's license (CDL) with a passenger endorsement. This requirement ensures that all personnel conducting road tests are appropriately licensed and qualified to operate a transit vehicle in compliance with federal and state regulations.
c) H2- Diesel Engine
d) H3- Drive Train
e) H4- Brakes

f) H5- Suspension and steering
g) H6- Electrical/Electronic System
h) H7- Heating, Ventilation, and Air Conditioning (HVAC)
i) H8- Preventive Maintenance and Inspection (PMI)

10) **Maintenance Mechanics (Technicians) – Level "B"**

a) The Transit Maintenance Mechanics Level B is a junior-level technician, and candidates are responsible for performing skilled maintenance and repair work on transit vehicles. This role involves diagnosing and repairing standard vehicle issues under moderate supervision, as well as conducting preventive maintenance. Mechanic Level B is expected to handle most mechanical and electrical systems and may assist senior technicians with more complex repairs, including repairing or replacing components in the engine, drivetrains, suspension, HVAC, and brake system, and performing routine inspections and preventive maintenance.
b) Mechanic Level B must have a minimum of two years of progressive experience in transit and heavy-duty diesel. The candidate must hold a minimum of one ASE Transit Bus Certification and a high school diploma or GED, or completion of a vocational/trade technical training program in diesel, automotive or heavy equipment repair. The candidate must maintain certifications and recertification tests before the expiration date and a valid driver's license. Any mechanic classified as level B who is required to perform a vehicle road test must possess a valid commercial driver's license (CDL) with a passenger endorsement. This requirement ensures that all personnel conducting road tests are appropriately licensed and qualified to operate a transit vehicle in compliance with federal and state regulations.
c) H2- Diesel Engine
d) H3- Drive Train
e) H4- Brakes
f) H5- Suspension and steering
g) H6- Electrical/Electronic System
h) H7- Heating, Ventilation, and Air Conditioning (HVAC)
i) H8- Preventive Maintenance and Inspection (PMI)

11) **Maintenance Mechanics (Technicians) – Level "C'**

a) The Transit Maintenance Mechanics Level "C" are entry-level technicians who perform basic inspections, routine maintenance, and minor repairs on transit and on-demand buses. This role provides a foundation for future advancement within the maintenance team and supports senior mechanics in more complex repairs. Candidates must be able to perform entry-level mechanical functions, such as basic preventative maintenance

services, oil changes, filter replacements, fluid top-offs, brake adjustments, tire changes, battery services, and replace light bulbs and minor components.

b) Performs work as outlined on the repair order with efficiency and accuracy, in accordance with factory standards.
c) Diagnoses fundamental vehicle problems based on customer complaints and inspections.
d) Communicate with the parts department to obtain needed parts.
e) Examines assigned vehicles to determine if further safety or service work is required or recommended.
f) Documents all work performed and recommended on the repair order.
g) Inspects and tests drive newly delivered vehicles for obvious damage and missing major components and drivability functions.
h) Reports machinery defects or malfunctions to the supervisor.
i) Keeps the shop area neat and clean.
j) Maintain a general knowledge and keeps abreast of, and complies with federal, state, county, and local regulations.
k) Operates all tools and equipment in a safe manner.
l) Reports any safety issues immediately to management.
m) The Mechanic Level C must have at least two years of progressive experience in transit and heavy-duty diesel. The candidate must hold a minimum of a high school diploma or GED, or completion of a vocational/trade technical training program in diesel, automotive, or heavy equipment repair. A valid driver's license. Any mechanic classified as level C who is required to perform a vehicle road test must possess a valid commercial driver's license (CDL) with a passenger endorsement. This requirement ensures that all personnel conducting road tests are appropriately licensed and qualified to operate a transit vehicle in compliance with federal and state regulations.

12) **Electronic Technicians**

a) The Transit Electronic Technician installs, maintains, diagnoses, and repairs complex electronic and electrical systems used in Transit vehicles. This role also inspects transit electronics systems, including fareboxes, vehicle control modules, surveillance cameras, radio and communication equipment, passenger information systems, power distribution units, digital signage, AVL systems, and other related components.
b) The Transit Electronic Technician must have at least three years of experience in electronic maintenance or repairs and proficiency in diagnosing and repairing low-voltage direct current systems. The candidate must hold a high school diploma or GED, and an associate's degree or certification in electronics, electrical engineering technology, or a related field and a valid driver's license.

c) Performs skilled maintenance to diagnose, maintain, repair, overhaul, inspect, and test in-vehicle information technology equipment; performs ongoing farebox and head sign maintenance and necessary repairs; monitors and performs preventive maintenance on electric vehicle charging systems, and initiates corrective action(s), troubleshoots problems; assists in the training of others, performs other duties as assigned.
d) Performs general maintenance and troubleshooting tasks necessary to keep in-vehicle information technology systems in operable condition, including inspecting/testing, and replacing parts; monitoring equipment to maintain efficiency and safety; reports faulty equipment.
e) Repairs, replaces, or modifies electronic and electrical components and defective parts for various equipment and system controls.
f) Inspect new microprocessors and solid-state systems installed by contractors.
g) Maintains documentation of services provided to each item for the ATL and County's evaluation.
h) Installs and maintains fareboxes, head signs, and message boards.
i) Installs, maintains, and performs periodic maintenance on the ATL and County's radio equipment.
j) Ensure security protection for all in-vehicle systems, network equipment, data hard data drives, and other system media, and information owned or generated by the County.
k) Research, specifies, recommends, and arranges for the purchase of new and replacement in-vehicle technological equipment.
l) Tests, evaluates, and recommends new hardware; tests and evaluates new software.
m) Performs general maintenance tasks necessary to keep equipment and tools in operable condition, including inspecting/testing equipment, replacing parts, cleaning equipment, and cleaning work areas; monitors equipment operations to maintain efficiency and safety; reports faulty equipment.
n) Maintains an inventory of all work activities as appropriate.
o) Provides technical assistance to the contract service provider maintenance team.
p) Communicate any needs or concerns directly to the supervisor to ensure the success of the electrification program.
q) Responds to maintenance and repair emergencies as required.
r) Must maintain training and skills to remove defective equipment and install and operate the equipment installed on board all vehicles.

13) **Zero Emissions Technician (ATL Xpress South Facility Only)**

a) Staff charged with maintenance and servicing of hybrid and/or electric vehicles are identified as "Zero Emissions Technicians" and must receive maintenance training from the original equipment manufacturer(s) (OEM) of the electric vehicle (EV) that they are

repairing and maintaining. In addition, specific safety training, including arc-flash training, NFPA 70E, and OSHA training per 29 CFR 1910.331 -335, and related OEM servicing and maintenance training for high voltage systems.

b) All "Zero Emissions Technicians" assigned to servicing and maintenance of hybrid and/or electric vehicles must be knowledgeable in the proper care of and testing of the required personal protective equipment (PPE) and the contractor will provide all the necessary personal protective equipment (PPE). The high voltage system of the vehicle shall only be serviced by qualified "Zero Emissions Technicians." Two "Zero Emissions Technicians" are required when working on the high-voltage system. The "Zero Emissions Technicians" must work as a team. One performing the work, the other stands nearby with the electric shock rescue hook.
c) A "Zero Emissions Technician" can have additional training and certifications in areas like high voltage safety, battery management systems, and electric motor diagnostics, depending on the region and industry standards.
d) The required certifications are:
    1) EV Technician Certification
    2) High Voltage Safety Certification
    3) Certified manufacturer-specific EV training programs.
    4) ASE (Automotive Service Excellence): Offers EV-specific certifications for technicians.
    5) National Institute for Automotive Service Excellence (NASE): Provides EV technician certifications.
    6) EV Ready Technician Certification: A recognized certification for EV repair and maintenance.

14) **Utility Worker**

a) The Transit Utility Worker is responsible for supporting daily transit operations by performing vehicle servicing, fueling, fluid checks, and cleaning inside and outside of vehicles, including mopping and removing all trash. This position ensures that revenue vehicles are clean, fueled, safe, and ready for service.

b) The candidate must hold a minimum of a high school diploma or GED and have basic knowledge of vehicle components, systems, safety protocols, and diesel and gasoline fueling procedures.
c) Must be at least 21 years of age and have a minimum of a class C driver's license for at least three years upon hiring.
d) Fuel, check, and replenish fluids such as oil, coolant, and windshield fluid.
e) Perform interior and exterior cleaning, including exterior washing on all four sides, wiping down seats and handrails, windows, and the floor, sweeping, and mopping.

f) Remove trash, sanitize high-touch surfaces, and maintain cleanliness standards.
g) Perform visual safety checks such as lights, tires, mirrors, fluid leaks, and report any defects and safety concerns to the Maintenance Manager or Supervisors.
h) Move and stage vehicles in service lanes and parking areas.
i) Maintain service area cleanliness, including wash bay and shop workplace.
j) Record servicing data and complete the checklist or report as required.

7.3 49 USC Section 5333(b) Agreement (Formerly Section 13 (c))

1) The Contractor is financially responsible for any Section 13(c) claims or obligations resulting from its actions not directed by the County or ATL (49 U.S.C. 5333(b)). The Contractor agrees to the terms of the 13(c) Agreement and will cooperate with the County and ATL by providing payroll records and other information to resolve any claims or disputes and implement Section 13(c) remedies (see Attachment 13).
2) The Contractor shall not assist or encourage any employee to file a Section 13(c) claim against the ATL/County or act contrary to its interests regarding Section 13(c) agreements. This includes actions related to service termination, future transitions to another provider, or any contract-related events. Failure to comply will result in the Contractor being financially liable for all costs incurred by the ATL/County, including attorney's fees, from Section 13(c) claims or delays in federal grant payments.

7.4 Training

1) The Contractor shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by ATL and the County. All safety-sensitive employees, including operations, dispatch, maintenance, supervisory, and management employees, shall participate in the program (**CDRL 12-001**)
2) As part of the Contractor's Training program, the Contractor will be required to identify who conducts the training and their qualifications to provide the training.
3) The Contractor shall keep up-to-date records of all completed employee training sessions and upcoming training schedules. Upon request, this documentation will be provided to ATL and the County.
4) Each operator must complete at least 120 hours of training, and the Contractor must certify in writing that each operator has satisfactorily finished all requirements.
   a) An exception applies to individuals with one (1) year of experience as an operator with the Contractor at a different location and at least 40 hours of formal training at the ATL or County's operations.
   b) The minimum 120 hours shall include the eight (8) hour minimum National Safety Council Defensive Driving Course or the County's approved equivalent, with satisfactory scores. It

shall also include at least 80 hours of wheel time, including at least two round-trip trips on each fixed route. Each operator shall operate each revenue vehicle associated with revenue service for the County during training.

c) The Safety-Based Training components of the Contractor's Training Program shall include the following topics for both initial and retraining.
    1) Policies and procedures Training and Qualifications of the Operating Rules
    2) Defensive Driving Training
    3) Safety Management System Awareness
    4) Safety and Security Emergency Response Training
    5) Vehicle Fleet Inspection and Maintenance Training
    6) Critical Infrastructure and Facilities Inspection and Maintenance Training
    7) Occupational Safety Rules and Procedure Training (OSHA General Industry Training topics)
    8) Customer Service, passenger relations, and soft skills.
    9) De-escalation training
    10) Conflict resolution
    11) Accident reporting procedures.
    12) Proper radio codes and communication procedures.
    13) Technology, including farebox and CAD/AVL, to include different login information and processes.
    14) Routes and fare types for each mode.
    15) ADA regulations for transit
    16) Equipment operation
    17) Continuity of Operations (COOP) Training

5) To keep each operator certified, the Contractor must provide and document at least sixteen (16) hours of annual refresher training covering passenger relations, operating procedures, ADA regulations, conflict resolution, de-escalation techniques, and equipment operation.
6) The Contractor’s supervisor must also conduct and document an on-board evaluation for each operator at least every six (6) months, lasting at least one hour.
7) All operators must undergo regular training sessions on the importance of pre-trip inspections, properly completing the inspection checklist, and reporting issues. Training must be completed annually, as well as whenever there are updates to inspection procedures or regulatory requirements.
8) Supervisors will receive training to identify and address drug and alcohol issues among employees and subcontractors.
9) As part of the training program, the Contractor will prepare and distribute Operator’s Manuals for each service mode—fixed route, paratransit, and microtransit—to all operators, dispatchers, and supervisors. Three copies of each Operator Manual shall be forwarded to the

County before start-up. Any updates to the manual must be provided promptly to the County or ATL. The manuals must cover topics such as:

a) Georgia bicycle laws
b) Accident and incident policies
c) Safety and security procedures
d) Passenger interaction and courtesy
e) Farebox policies
f) Video surveillance
g) Weather Policies
h) Vehicle maintenance
i) Reporting procedures
j) Operator rules
k) ADA guidelines

10) Additional training is required for routes, assignments, vehicles, or equipment changes.
11) The Contractor is responsible for training all fixed route operators on the public transit requirements of the Americans with Disabilities Act of 1990 and U.S. Department of Transportation regulations under 49 CFR Part 37. The Contractor will develop and implement a program addressing fixed route ADA requirements. The County and ATL will ensure compliance with the ADA and establish performance standards to ensure the Contractor's employees are accountable.
    a) Paratransit and microtransit training will include all fixed route operator requirements and additional sensitivity training for transporting individuals with disabilities. This comprehensive training will emphasize ADA compliance, proper boarding and wheelchair security, and increased awareness of various disabilities.
12) The Contractor shall be responsible for providing additional new vehicle/technology training to all personnel that shall coincide with the delivery of new equipment or technology.
13) All maintenance personnel must receive a minimum of 40 hours of vehicle-specific training per year. This training may include Contractor or vendor-provided refresher/update training on various aspects of Revenue Vehicle maintenance and/or ATL/County-provided maintenance classes. The Contractor must provide documentation on an annual basis of all maintenance training provided during the year. This information must be provided electronically and must include details on training topics, curriculum, and hours of training.
14) Hostlers will receive 4 hours of training every 6 months. This training shall include vehicle-specific training, spill prevention, and emergency response.

7.5 Uniforms

7.5.1 ATL

1) The Contractor must provide standardized uniforms for all operators and supervisors, as specified by the ATL. Any changes to the uniforms require the ATL's approval. The Contractor must submit a plan with uniform items and suppliers, ensuring compliance with OSHA performance standards. Uniforms shall meet all OSHA performance standards for tasks performed for each job classification. However, the system logo and colors are determined by ATL.
2) While on duty for ATL, vehicle operators, supervisors, and lot attendants must wear the approved uniform and present a clean, professional appearance. Shirts must be tucked in and buttoned, pants should not sag, and they should be worn with a belt. Only authorized headwear is allowed. No baseball hats (unless branded with the Contractor's or client's logo), hoodies, bonnets, skull caps, etc. This dress code always applies to ATL vehicles or during revenue service.
3) All operators and supervisors must adhere to a personal grooming and hygiene code established by the selected Contractor in collaboration with the ATL. Contractor uniforms should only be worn while on duty, except when traveling to and from home. Uniforms are prohibited in establishments selling alcoholic beverages or dispensaries.

7.5.2 Ride Gwinnett

1) The Contractor must provide standardized uniforms for all operators and supervisors, as specified by the County. Any changes to the uniforms require the County's approval. The Contractor must submit a plan with uniform items and suppliers, ensuring compliance with OSHA performance standards. The County will determine the design and colors of the transit system logo.
2) While on duty for the County, vehicle operators, supervisors, and lot attendants must wear the approved uniform and present a clean, professional appearance. Shirts must be tucked in and buttoned, pants should not sag, and they should be worn with a belt. Only authorized headwear is allowed. No baseball hats (unless branded with the Contractor's or client's logo), hoodies, bonnets, skull caps, etc. This dress code always applies to the County's vehicles or during revenue service.
3) Refrain from using strong colognes, perfumes, lotions, and similar products to avoid affecting riders who may have allergies.
4) All operators and supervisors must adhere to a personal grooming and hygiene code established by the selected Contractor in collaboration with the County. Contractor uniforms

should only be worn while on duty, except when traveling to and from home. Uniforms are prohibited in establishments selling alcoholic beverages or dispensaries.

7.6 Employment Opportunity (EEO) Affirmative Action

1) The Contractor must develop and implement an EEO and Affirmative Action program that meets or exceeds all federal, State, and County regulations and policies.

7.7 Progressive Disciplinary Policy

1) The Contractor shall provide ATL and the County and all employees with a copy of their Progressive Discipline Policy.
2) The policy should detail the types of violations and penalties for violations. The Contractor shall enforce all policies and procedures.
3) All complaints will be investigated promptly for validity, and confirmed violations may lead to disciplinary actions, including discharge. Any employee with three valid unprofessional conduct complaints within a given quarter may be removed from the Contract. The Contractor will provide the Client with a list of all employees with more than three valid complaints of any kind quarterly, along with a plan of action to correct disciplinary trends or ongoing issues.

7.8 ADA Requirements

1) The Contractor will be responsible for compliance with all public transit requirements related to the Americans with Disabilities Act (ADA), including the policies, regulations, and training of all Operators in the safe use of all ADA vehicle equipment. Requirements include, but are not limited to, operation of the wheelchair lift equipment, wheelchair tie-down procedures, wheelchair lift standee policies, operation of Revenue Vehicle kneeling and ramp features, requirements for stop announcements, boarding and securing of mobility devices, service animal regulations, first aid, CPR and an awareness of a variety of disabilities and the medical symptoms or risks associated with them. The program shall also include an extensive Sensitivity Training Program. The Contractor shall provide an outline of the ADA and Sensitivity Training Program that is provided for new hires and as an ongoing refresher training for employees.
2) The Contractor shall identify qualified and trained Key Personnel responsible at the North and South Facilities for ADA and Title VI complaint investigation. The Contractor shall establish and provide a Complaint Review Process including intake procedures, investigation, and potential resolution. The process shall encompass all aspects of ADA and Title VI complaint investigation including employee and customer complaints. Customer ADA and Title VI processes shall be in line with the individual County requirements. The Contractor shall be responsible for procuring the media and updating the Title VI notice in public-facing locations

as determined, and inside the Revenue Vehicles whenever the notice is updated or changed, or when a new vehicle is procured.

7.9 Drug and Alcohol Testing

1) The Contractor shall establish a drug policy and program that, at a minimum, complies with USDOT and Federal Transit Administration requirements and other drug testing rules and regulations as are required now, or may be needed in the future, by State and federal agencies.
2) In accordance with “Option 2” of the federal Drug and Alcohol Testing requirement, the Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655 and 40, produce any documentation necessary to demonstrate its compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, Atlanta-region Transit Link Authority 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 Parts 655 and 40 and review the testing process.
3) The Contractor agrees further to certify annually its compliance with Parts 655 and 40 before December 31 of each year and to submit the Management Information System (MIS) report before February 15 of each year to the Atlanta-region Transit Link Authority – Chief Human Resources Administrator and the Gwinnett Department of Transportation - Transit Maintenance and Safety Coordinator.
4) To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

7.10 Maintenance Staff Availability

1) The Offeror will provide ATL and the County with a personnel plan identifying staffing levels for each operation and maintenance facility. The plan shall identify staff by department and include an organizational chart and documents that clearly show management, supervisory, dispatch and other functions, duties, and responsibilities by location. The staffing levels and organization are needed to enable the delivery of a public transportation service that meets or exceeds ATL and the County’s goals.
2) ATL and the County require the Contractor to ensure that enough maintenance staff are available to perform the necessary preventive maintenance inspections (PMI), routine service work, unplanned work, and road calls during service hours.
3) The ATL Xpress does not operate on the following fourteen holidays (depending on the year): New Year’s Day, Dr. Martin Luther King’s Birthday, President's Day, Memorial Day, Juneteenth,

Independence Day, Labor Day, Day before Thanksgiving, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, and New Year's Eve/Day.

4) The County does not provide service on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Limited, modified service is available on other holidays.
5) Vehicle maintenance should be scheduled to ensure vehicle availability for service delivery is the top priority. ATL and the County highly values the ability of its contractors to manage maintenance activities effectively, ensuring that vehicle availability meets service demand. Additionally, mechanics need to be available to respond quickly to restore service in the event of vehicle failures.

8 North Facility

8.1 Facilities and Equipment

1) The Contractor shall develop a Facility and Equipment Maintenance Program that addresses all Contractor-owned and Client-owned facilities and equipment used in the operation and maintenance of the ATL Xpress and the County Ride Gwinnett transit systems and submit the document to each client before Contract start-up. The program is subject to ATL and the County's approval.
2) Note that if repairs are necessary to ATL (leased or owned) or County (leased or owned) facilities or equipment due to vandalism or negligence by employees of the Contractor, ATL or the County may require the Contractor to have the repairs completed at Contractor's expense. If the Contractor fails to complete necessary repairs, ATL or the County may have these repairs completed and bill the Contractor for repair expenses. The amounts of these expenses may be withheld from the monthly amount due to the Contractor.

8.1.1 Equipment Maintenance

1) The Contractor will be responsible for maintenance and repair of County-owned fueling equipment, storage, tank monitoring equipment, controls and related electrical, mechanical, piping and valve equipment, diesel fuel dispensers, nozzles, and hoses at the North Facility. The Contractor will also be responsible for maintenance and repair of Contractor-owned or supplied components of the fueling facility. The Contractor shall ensure the fuel dispensing equipment at the North Facility electronically records the fuel dispensed for each vehicle fueled into a permanent vehicle record daily.
2) The Contractor shall be responsible for maintaining all bulk fluid storage containers, monitoring systems, piping, and related records at the North Facility.
3) The Contractor shall be responsible for the monitoring, discovery, and clean-up of any fuel or DEF spills and/or releases. The Contractor shall be responsible for any fines or financial penalties assessed by local, State, or federal regulatory agencies, whether such actions are assessed against the Contractor or against the ATL or the County.

8.1.2 Fuel

1) The Contractor shall be responsible for monitoring storage tank reports, including diesel fuel levels, interstitial leaks, water intrusion, etc. The Contractor will also be responsible for any fuel-related services (e.g., fuel polishing, etc.) to correct fuel problems.
2) Offerors will submit a plan with their responses to the RFP that aligns with the County's Preventive Maintenance Inspection Plan (emphasizing the appropriate preventive

maintenance, on a scheduled basis per manufacturer's recommendations, obtaining replacement parts, and record-keeping in accordance with FTA's triennial review requirements. The Contractor's plan shall include inspection and preventive maintenance programs to ensure the fueling facility meets all applicable federal, State, and local requirements for fuel storage and handling. The Contractor must provide any computer hardware and software required to access the equipment database. Monthly written certification of required testing, to include a description of items tested, shall be provided to the County and ATL.

3) The Contractor shall be responsible for maintaining DEF storage, dispensers, nozzles, piping, and pumps, etc., at the North Facility. This also includes the AIM system installed on the bus that interfaces with the pump controls.
4) The Contractor would be responsible for providing diesel fuel for all current and future assigned County Revenue Vehicles at the North Facility. The County's Revenue Vehicle fleet currently consists of diesel-powered vehicles fueled with ultra-low sulfur diesel fuel. The Contractor shall provide fuel for all current and future assigned Xpress Revenue Vehicles at the North Facility. This fleet consists of all diesel-powered vehicles fueled with ultra-low sulfur diesel fuel.
5) Fuel at the North Facility is provided by the Contractor and is passed through as an expense to be included on ATL and the County's invoices, respectively. The Contractor shall only invoice for fuel and DEF used when it is dispensed into a vehicle. The County is working to extend its fuel co-op contract to the North Facility. If the County's fuel co-op becomes available at the North Facility, the procedure would be the same, except the Contractor would be allowed to purchase from the County fuel co-op, allowing for a lower fuel cost.
6) The Contractor is required to provide a fueling process for demand response vehicles. These vehicles consume regular gasoline. The Contractor is responsible for procuring a fuel card system to fuel all demand response vehicles off-site daily and as needed. The contractor shall maintain accurate mileage and fuel-dispensed records for each demand-response vehicle. The Contractor provides fuel for demand response vehicles. It is passed through as an expense to be included on the County's invoices with appropriate supporting documentation to include fueling receipts.
7) The Contractor shall ensure that all assigned vehicles are fueled each day after Revenue Service. The Contractor shall maintain accurate mileage and fuel dispensed records for each vehicle fueled and shall include those items in the permanent vehicle record daily. Before the Contract start-up, ATL and the County will outline all operating, administrative, and accounting procedures that the selected Contractor must follow related to vehicle fueling. The Contractor will be required to utilize and provide reports from North's automated fueling systems.
8) The Contractor shall pay for the fuel used for Contractor support vehicles, i.e., supervisor vehicles and maintenance service vehicles (including the 2 Non-revenue Vehicles provided by

ATL at the beginning of this Contract and all Contractor-supplied replacement vehicles). The Contractor shall not dispense diesel fuel or DEF at the North Facility into non-revenue equipment.

9) The Contractor shall be responsible for procuring diesel exhaust fluid (DEF) for the North facility. The Contractor shall include the consumed DEF expenses for assigned Revenue Vehicles as part of the normal monthly invoicing for service to ATL and the County. The DEF expense portion of the invoice shall provide the number of gallons dispensed, average monthly unit price, and DEF expense, broken out by service type (County system). As with all costs that are a pass-through to ATL and the County, the Contractor shall account for and invoice DEF consumption and expenses for the ATL Xpress service separately from the County Fixed Route Local route service, and as the fluid is dispensed.
10) Note that the Contractor will require the cash flow capacity to maintain adequate diesel fuel and DEF supply inventories and/or meet fuel vendor payment schedules ahead of the actual fuel consumption, monthly invoicing, and subsequent reimbursement by ATL and the County for each respective service.
11) The Contractor shall be required to actively seek to procure fuel for the North Facility at the lowest possible market, delivery, and other costs throughout the duration of the Contract. The Contractor shall apply for the rebate on federal excise taxes, and any future tax rebates, etc., throughout the duration of the Contract if it cannot be procured from the fuel co-op. Revenues from these rebates are the property of ATL and the County and are to be accounted for and transmitted to ATL and the County.
12) The Contractor shall be required to establish and maintain a contract for emergency wet fueling at the North Facility.

8.1.2.1 Hazardous Waste

1) The Contractor must store, monitor, and dispose of all hazardous waste in compliance with all applicable EPA, state, county, and local regulations. The Contractor must be appropriately registered and is responsible for filing and retaining all necessary manifests as per EPA regulations. Additionally, the Contractor will bear all costs associated with storing, monitoring, and disposing of hazardous waste.

8.1.3 Facility Operations & Maintenance

1) The Contractor is fully responsible for all operational and maintenance costs associated with the North facility. When determining the fixed fee cost for ATL and the County, this cost will be divided between the two agencies based on the proportion of total vehicles each operates at the North Facility. ATL operates a total of 29 vehicles, while the County operates 73 vehicles at the same facility.

2) The current North Facility will be available for lease by the Contractor from the existing landlord for the County/ATL operations, as outlined in Section 8.1.3.1 below.
3) The facility will accommodate the contractor's staff for the services, including dispatchers, supervisors, operators, administrators, managers, training, safety, and maintenance staff.
4) In addition to the Contract with the landlord for the North Facility, the Contractor will be responsible for all utility and maintenance costs for the North Facility, including routine and general maintenance. The Contractor must maintain the North Facility clean and orderly during the Contract period. All facility maintenance and repairs will be at the Contractor's expense. Maintenance of the North Facility must meet all safety and environmental standards and ensure the proper provision of transit services and care for assigned vehicles and other property belonging to the County or ATL.
5) The Contractor will maintain the grounds around the North Facility. This includes the areas surrounding the fueling stations, the revenue vehicle and on-demand vehicle yard (which encompasses the vehicle wash area), and employee and visitor parking areas.
6) The Contractor's maintenance responsibilities will include weed control and lawn mowing. Additionally, the Contractor must remove oil and gasoline leaks and any other fluid stains from concrete and asphalt surfaces inside and outside all facilities.
7) Seasonally, the Contractor will also remove snow and ice from parking areas, walkways, and stairs, and apply sand and/or salt as necessary to ensure the safety of pedestrians and vehicles.
8) The Contractor is responsible for installing and maintaining interior and exterior lighting and security cameras for the North Facility. The Contractor's security cameras shall not interface with County-operated and maintained camera systems.
9) The Contractor is responsible for developing and monitoring the Pest Management Plan, approved by the County, which covers weed and pest control for all facilities, including transit vehicles and bus stops. Treatments will occur at least twice a year or immediately upon infestation, using safe, EPA-approved insecticides from a licensed exterminator. Methods must minimize exposure to employees, customers, pets, and wildlife. The Contractor will maintain safety data sheets for all pesticides and cover all pest control costs.
10) The Contractor agrees to comply with all applicable standards, orders, and regulations established under the Clean Water Act, as amended, 33 U.S.C. 1251 et seq. The Contractor also agrees to report any violations to the County. Furthermore, the Contractor understands and agrees that the County will report each violation as required to ensure that the FTA and the appropriate Regional Office of the Environmental Protection Agency (EPA) are notified.
11) The Contractor agrees to include these requirements in all subcontracts over $100,000, financed wholly or partially with federal assistance from FTA.

8.1.3.1 North Facility Lease

1) By an agreement with the Landlord, the Contractor leases the North Facility and makes any necessary leasehold improvements to establish its operations facility at 2880 Remington Park Ct, Norcross, GA. The Contractor will set up a leaseback arrangement to recover the entire investment.
2) The North Facility has yards for vehicle storage for Client revenue vehicles, along with employee parking, an operations building, two maintenance facilities, perimeter security fencing, an enclosed vehicle wash, and a diesel fueling station.
3) Any equipment purchased by the Contractor under this Contract will become the property of the County and ATL, either upon full depreciation or when the County purchases the un-depreciated balance. The Contractor must provide a bill of sale and title for all such equipment. This equipment will also belong to the County upon the expiration or termination of the Contract.
4) By agreement, upon the Contract's expiration or termination by either party, the County and ATL will pay the Contractor for any remaining un-depreciated balance.
5) The County and ATL reported that the capital lease expense for the North Facility located at 2880 Remington Park Court, Norcross, GA, is approximately $471,789 for 2024. This amount covers three leases: one for the building and main yard, one for the additional parking area for local revenue vehicles, and one for the employee parking area.

9 Reporting

9.1 Initial Required Plans and Documents

The following documentation must be submitted to both ATL and the County, specific to their respective services, by the Contractor according to the timeframe and frequency provided in the table below. In addition to these initial required plans and documents, a list of Contract Deliverable Requirement List (CDRL) can be found in Attachment 14.

Document	Submittal Timeframe/Frequency
Service Continuity Plan	Within 90 Days of NTP. Annually thereafter or when changes to the process occur.
Security and Emergency Management Plan	Within 90 Days of NTP. Annually thereafter or when changes to the process occur.
Organizational and Personnel Plan Including resumes and job descriptions for key personnel	Before NTP as part of Proposal and when proposing a key personnel change
Drug Policy and Program	Before NTP as part of Proposal and when proposing a change in Safety Executive key policy/program change
System Safety Emergency Program	Before NTP as part of Proposal and when proposing a change in Safety Executive key policy/program change
Safety Training Program	Before NTP as part of Proposal and when proposing a key policy/program change
Comprehensive Training Program addressing fixed route and Commuter ADA requirements	Before NTP as part of Proposal and when proposing a key policy/program change
Operation Monitoring Plan	Within 90 Days of NTP. Annually thereafter or when changes to the process occur.
Towing plan	Within 90 Days of NTP. Annually thereafter or when changes to the process occur.
Corporate policy on communication and electronic devices	Before NTP as part of Proposal and when proposing a key policy/program change

Document	Submittal Timeframe/Frequency
Technology Maintenance Plan	Within 90 Days of NTP. Annually thereafter or when changes to the process occur.
Preventive Maintenance Plan	Before NTP as part of Proposal and when proposing a key policy/program change
MMIS	Before NTP as part of Proposal and when proposing a change in Safety Executive, key policy/program change
Work Force Development and Management Plan	Before NTP as part of Proposal and when proposing a change in Safety Executive, key policy/program change
Warranty Recovery Plan	Within 90 Days of NTP. Annually thereafter or when changes to the process occur.

9.2 On-Going Reporting Requirements

1) All records and reports are the property of ATL and the County, respectively.
2) The Contractor must maintain detailed records in all areas of the operation. This information is vital to ensure compliance with county, federal, and State requirements, and to enable thorough monitoring and evaluation of the system, including ridership, revenue, maintenance activities, Fixed Route Local, Commuter Service, Paratransit, and Microtransit service efficiency and effectiveness, as well as customer feedback.
3) The Contractor must develop and implement a plan to ensure the development of a comprehensive and accurate record-keeping and reporting program that encompasses all aspects of the operation. This record-keeping/reporting plan is to be submitted to ATL and the County before service start-up and approved by ATL and the County before start-up.
4) The following are to be incorporated in the Contractor's record-keeping/reporting plan:
    a) The Contractor must utilize automated data processing to facilitate the efficient compilation and comprehensive analysis of the required data reports.
        i) The County and ATL will utilize TransTrack and as much reporting as possible should be done through this program. While experience and expertise in the program are not required for the Contractor, demonstrated reporting experience should be detailed in the proposal.
        ii) The Contractor is responsible for coordination and any costs associated with implementation and connection with ATL and the County's EAM system and must be fully operational on the Contract service start date.

iii) ATL has implemented Clever Devices solution, including CAD/AVL, incident reporting, automatic passenger counters (APCs), and automatic vehicle health monitoring (AVM) systems. The Contractor is required to maintain complete and accurate records in these systems. At the outset of the term of the Contract, the APC system is likely to still be under development, testing, or validation. Until these systems are fully operational and validated, the Contractor must provide 100% ridership counts and all maintenance management-related data through supplementary means that are easily received by and integrated with the Tableau reporting environment in a manner acceptable to ATL. All expenses to ensure the Contractor-generated data flow into the ATL data systems will be at the cost of the Contractor. SOPs for these data flows must be maintained by the Contractor and approved by ATL. When the new EAMS software is live, the Contractor will be required to use it as the primary database and management system for Xpress.

iv) The County uses Avail Technologies solution as their CAD/AVL system for its fixed route services, incident reporting, automatic passenger counters (APCs), and automatic vehicle health monitoring (AVM) systems. The contractor is required to maintain complete and accurate records in these systems. All expenses to ensure the contractor generated data flow into the County's systems will be at the expense of the Contractor. Standard Operating Procedures (SOPs) for these data flows must be maintained by the contractor and approved by the County.

v) The County currently uses RideCo as their CAD/AVL system for its demand response services (please note that this technology provider might change during the term of this contract). The contractor is required to maintain complete and accurate records in these systems. All expenses to ensure the contractor generated data flow into the County's systems will be at the expense of the Contractor. Standard Operating Procedures (SOPs) for these data flows must be maintained by the contractor and approved by the County.

b) All data and records collected pertinent to the Contract must be accessible in the form of a hard copy and an Excel format by ATL and the County at any time. This information also needs to be accessible by the Federal Transit Administration, the Comptroller General of the United States, or any of their authorized representatives pursuant to 49 CFR 18.36(i) or any other representative as allowed by ATL or the County.

c) Data processing records must have the ability to be downloaded onto an ATL or County medium and must be accessible to ATL or the County at any time.

d) The Contractor agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract.

e) In the event of a litigation claim, negotiation, audit, or other action involving the records that have been started before the expiration of the three years, they are subject to the provisions of 49 CFR 18.42.
f) The Contractor shall allow ATL and the County access and inspection of records and reports. Further, any duly authorized representative of ATL or the County shall be permitted to observe and inspect all of the Contractor's subcontracted facilities and activities for the purpose of evaluating and judging the nature and extent of the Contractor's compliance with the provisions of this agreement. In such instances, the County's representatives shall not interfere with or disrupt such activities.
g) The Contractor is responsible for ensuring all information regarding the Commuter Service, Fixed Route Local and On-demand operations, including Vehicle Revenue Hours, vehicle mileage, passenger trips, and service failures for the preparation of the National Transit Database report. This report is critical for the receipt of federal funding, and the Contractor must ensure that all deadlines and procedures established by the FTA regarding the report are followed and any follow-up responses are addressed promptly. For the County, all this data will be collected in TransTrack, and it is up to the Contractor to ensure data compliance on the Daily, Monthly, and Yearly intervals as prescribed in this scope of work.
h) The Contractor operations staff shall have technical training and a clear understanding of all aspects of the NTD Report, including how to develop an FTA-approved methodology for collecting passenger data during mandatory sampling years. In addition, every month, the Contractor shall provide the required NTD information along with all backup information. This information shall be verified and completed with TransTrack, and any report that TransTrack cannot support shall be supplied with the monthly invoice.
i) The Offeror shall submit with its proposal a complete description of its proposed MMIS in alignment with the County's MMIS (Attachment 15) along with samples of the reporting capabilities of the system. Section 9 identifies minimum report requirements. The selected Contractor shall ensure that the system data and reports are in formats that can be accessed and read by ATL and the County or its designee at any time, utilizing standard MS Office software.
j) The Contractor shall be required to have the County and ATL-approved reporting system activated and fully functional no later than the Intermediate Turnover Meeting

9.3 Financial Records

1) The Contractor shall establish and maintain a separate account of all project expenditures and any other relevant financial records or documents. The Contractor must conform to the FTA's Uniform System of Accounts. ATL and the County reserve the right to contract at any time with

an independent firm to perform a financial and data collection audit of the Contractor's operation of the County and ATL Xpress.

9.4 Scheduled Reports

9.4.1 Daily Reporting

No later than 1:00 PM on the following Business Day, the Contractor shall submit a Daily Operations Report in TransTrack for the ATL and the County unless it is otherwise unsupported by the program and in a format approved by the ATL and the County. This report shall summarize the previous day's operational activities relevant for each service separately (ATL Xpress Commuter Service and the County's Fixed Route Local, Paratransit, and Microtransit). At a minimum, the following shall be required as part of the Daily Operations Report:

1) Scheduled Trips, per route
2) Revenue hours and miles per route (including exception reporting)
3) Dead head hours and miles per route
4) Trips and timepoint observations conducted by Supervisors and the number of Revenue Vehicles observed running late, early, or on time, with time difference notated (upon review)
5) Percent on-time performance
6) Missed Trips by route, block number, and number of revenue hours missed.
7) Road calls, including any interruptions to Revenue Service, problems reported with the vehicle, vehicle number, date, time, block number, vehicle mileage, and how the service was handled.
8) Ridership by Trip and route, and fare type
9) Wheelchair and bicycle boarding
10) Detours with all related information, including routes/Trips affected, begin and end time, reason for detour, Revenue Vehicle stops not served, and time Customer Service and ATL staff notified.
11) Vehicles with inoperable ADA equipment, including wheelchair lifts, PA systems, destination signs, and talking Revenue Vehicle identified by Revenue Vehicle number/Trip to be performed, and resolution of the issue.
12) CAD/AVL issues
13) Farebox issues before or during Revenue Service
14) Lists of any Supervisors and others not classified as Operators that operated a Revenue Vehicle in Revenue Service, including block number and number of revenue hours.
15) Accidents, incidents, and other unusual circumstances affect daily operations. Reports shall include investigation documentation for the following:
    a) Road calls
    b) Passenger incidents

c) EMS/Police
d) ADA (passenger and/or equipment)
e) Detours
f) Farebox
g) Accidents and incidents
h) Safety
i) Security

16) New out-of-service designations
17) Ticket sales
18) Paratransit operations summary including revenue hours, revenue miles, passenger trips, passenger trip information (including, but not limited to, passenger name and identification number, origin and destination, pick-up and drop-off time, and mileage) companion and PCA counts, late trips, no-shows, trip denials, reservation hold times, cancellations, call abandonment rate, average length of time to service call, dedicated Paratransit supervisor and coverage, on-time checks, service request overview (data summary), Operator's manifests
19) Microtransit operations summary including percentage of vehicle capacity, number of connections to fixed routes, number of people transported, number of boardings per hour, trips per hour, and miles.
20) Fare collection and reconciliation (must be within one Business Day of collection)

9.4.1.1 Daily Vehicle Reporting

1) On a schedule to be determined by ATL and the County, a daily availability report shall be provided to both ATL and the County staff for the entire revenue vehicle fleet. The report shall include the following: vehicle number, assigned location, vehicle status, and, if applicable, out-of-service date and estimated return-to-service date.

9.4.2 Weekly Reporting

1) No later than 1:00 PM each Wednesday, the Contractor shall submit a Weekly Operations Report for the weekly period ending on the previous Saturday (in a format approved by ATL and the County). The Weekly Operations Report shall include a summary of select daily reports as identified in the Reporting Schedule Table (Attachment 16) in addition to the following:
   a) Any subsequent revisions to the weekly reports will be submitted to ATL and the County within one week of when errors are detected.
   b) Safety Hazard Tracking log

9.4.3 Monthly Reporting

No later than five (5) Business Days into the next month, the Contractor shall submit a Monthly Operations Report (in a format approved by ATL and the County). The Monthly Operations

Report shall include a summary of select weekly reports as identified in Attachment 16 in addition to the following:

1) ADA certification applications and status
2) DBE reports
3) All vendors pay reports.
4) Warranty reports
5) PMI report, including identification of any missed or late inspections.
6) Fluid analysis reports
7) Road call report, including top reasons for failures.
8) Vehicle cleaning, minor and major detailing report, including cleaning schedule and vehicles cleaned and detailed.
9) AFC asset reports, including inventory spare ratio, condition, and status per the Fare System requirement chart in Attachment 16.

9.4.4 Quarterly Reporting

No later than five (5) Business Days into the next month following the end of a quarter, the Contractor shall submit Quarterly Reports (in a format approved by ATL and the County). The Quarterly Report shall include the following:

1) DBE reports
2) Warranty reports
3) NTD reports

9.4.5 Other Reports

1) The Contractor shall be required to prepare and deliver additional reports to ATL and/or the County. Other reports shall include:
   a) NTD reports
   b) Annual Drug and Alcohol compliance certification
   c) Quarterly and semi-annual DBE reports
   d) Equal Employment Opportunity Affirmative Action Reports as required.
2) The Contractor shall make the following available to ATL and the County for on-site review.
   a) Training status of all employees. The report shall include scheduled training requirements and the level of completion for each employee.
   b) Drug and alcohol testing summary identifying types of tests performed and results in line with the Contractor's drug and alcohol policy and testing performed.
3) The Contractor may, from time to time, be requested by ATL or the County to prepare and deliver service performance reports, analysis, and other data in addition to, or as a substitute for, the data required to be reported as part of the MIS submissions.

4) Attachment 16 contains a chart for Scheduled Reporting requirements, intervals, and references.

9.4.6 Sub-Contractor Reporting

1) The Contractor shall prepare individual, monthly, quarterly, and semi-annual subcontractor reports for ATL and the County. These reports must include the total number, and dollar amounts of all subcontracts awarded and payments made for the reporting period.
2) The Contractor must submit monthly and quarterly reports as outlined in Attachment 16. Semi-annual reports covering April 1 to September 30 and October 1 to March 31 are due within thirty (30) days after each period. Reports should use the format provided by the County.

9.5 Driver Vehicle Inspection Reports

1) The Contractor will conduct thorough pre-trip inspections on all buses per the specifications outlined below. This includes, but is not limited to, a detailed inspection of mechanical, electrical, safety, and operational systems to ensure all buses are in optimal working condition.
2) Driver Guidelines for Pre-Trip Inspections
    a) These guidelines ensure that all drivers conduct thorough and consistent pre-trip inspections of their buses to promote safety, operational efficiency, and compliance with all regulatory standards. Pre-trip inspections are crucial in identifying potential issues before a bus is put into service, thereby minimizing safety risks and ensuring a reliable transportation experience for passengers.
3) Timing of Pre-Trip Inspections:
    a) Drivers must perform a pre-trip inspection before each shift to ensure the bus is safe and operational.
    b) The inspection should be **completed at least 15 minutes before departure**.
    c) Any issues or deficiencies identified during the inspection must be reported immediately to the fleet supervisor.
4) Timing of Post-Trip Inspections: Performing a post-trip inspection is crucial for ensuring the safety and readiness of the bus for its next journey.
    a) Drivers must perform a post-trip inspection at the end of each shift to ensure the bus is safe and operational for the next coverage date.
    b) The inspection should be **completed 15 minutes before logging out of the AVL system.**
    c) Any issues or deficiencies identified during the inspection must be reported immediately to the fleet supervisor.
5) Documentation:

a) At the beginning of each shift, the driver must complete and sign a pre-trip inspection checklist (either physical or digital).
b) Any noted defects, concerns, or repairs must be documented and reported according to company procedures.
c) At the end of their shift, Drivers must submit the completed checklist to the appropriate supervisor or dispatcher.

6) Inspection Areas: Drivers must inspect the following key components of the bus:
   a) Exterior:
      1) Tires: Check tire pressure and tread depth for any visible damage.
      2) Lights: Verify that all exterior lights (headlights, brake lights, turn signals, marker lights) are working correctly.
      3) Mirrors and Windows: Ensure that mirrors are adjusted for visibility and that all windows are clean and undamaged.
      4) Verify the cleanliness and visibility of windows, mirrors, and glass.
      5) Doors: Check the condition of the doors, ensuring they open and close correctly.
      6) Structural Integrity: Look for any visible damage or signs of wear on the body, undercarriage, and chassis.
   b) Interior:
      1) Seats and Floors: Ensure that seats are secure, clean, and free from obstructions. Check that the floors are in good condition.
      2) Handrails and Emergency Exits: Ensure all handrails are secure and that emergency exits are easily accessible and operational.
      3) Safety Equipment: Confirm that fire extinguishers, emergency triangles, and vehicle wheel chocks are in place and functional.
      4) Climate Control and Interior Lighting: Ensure that the heating, ventilation, and air conditioning (HVAC) system works and that all interior lighting functions.
      5) Inspect accessibility features (wheelchair lifts, ramps, and securement devices) for proper function.
   c) Mechanical:
      1) Engine and Fluids: Check oil levels, coolant, brake fluid, and other essential fluid levels.
      2) Brakes: Test the brakes for function, including the air brakes if applicable.
      3) Steering and Suspension: Ensure the steering is responsive and the suspension system is intact.
      4) ADA Component(s): Test vehicle lifts, ramps, and kneeling mechanisms where applicable.
      5) Check for unusual noises, vibrations, or performance issues.
   d) Safety and Emergency Equipment:

1) Confirm that all emergency exits, including windows and doors, are unobstructed and function correctly.
2) Ensure that all safety harnesses and security devices for passengers with disabilities are operational.

7) Defects or Issues Identified:
   a) If any defects, damage, or non-compliance issues are found during the inspection, the driver must:
      1) Immediately report the issue to the maintenance team or dispatcher.
      2) Do not operate the bus until the issue has been addressed and corrected.
      3) If a bus is deemed unsafe, the driver must complete an incident report and request a replacement bus.
8) Reporting Issues:
   a) Drivers must use the designated reporting system (e.g., written forms or digital platform) to report any issues identified during the pre-trip inspection.
   b) If the issue is urgent or safety-related, notify maintenance immediately and document the concern.
   c) For minor issues that do not prevent operation, drivers should still report and monitor the problem throughout the day.
9) Prohibited Practices:
   a) Do not skip the pre-trip inspection or perform a partial inspection. Each component of the bus *must* be checked.
   b) Do not operate a bus with unresolved or critical safety or compliance issues.
   c) Do not use personal judgment to determine if an issue is minor or significant. If in doubt, report it.
   d) If the bus must be moved to extend/inspect the ADA ramp or other parts of the bus, do not back up the bus without a spotter.
10) Compliance with Regulations:
   a) Operators must follow all relevant local, state, and federal regulations regarding bus inspections and safety standards.
   b) Failure to complete a pre-trip inspection or report safety concerns should result in disciplinary action, including suspension or termination.

9.6 Vehicle Records and Reports

1) The Contractor shall maintain a complete electronic history file for every assigned Revenue Vehicle. The Contractor shall also be required to prepare and submit regular vehicle maintenance reports to ATL and the County. The requirements for vehicle records and reports are described in Section 9.6.

2) For the County, all the electronic maintenance reporting needs to be compatible with the TransTrack Database. The Contractor shall be responsible for the expense and implementation of that data connection.

9.7 Accident/Incident Reports

1) The Contractor shall be required to notify ATL or the County immediately regarding any disruptions in service provision, including but not limited to vehicle breakdowns, missed Trips, detours or deviations off regular routes (including Deadhead routes), accidents (any vehicle or passenger), incidents that delay routes more than 10 minutes, any incidents whereby police, fire or HERO units are contacted for assistance. All service interruptions shall be entered into ATL and/or County software systems. All service interruption entries shall contain all supporting documentation with correct spelling and accuracy. The Contractor also shall notify ATL and the County of any of the following events which may not disrupt service:
   a) Passenger accidents, including falls while passengers are entering, occupying, or exiting the vehicle.
   b) Disturbances such as fainting, sickness, assaults, or deaths.
   c) Accidents an Operator witnesses.
   d) Vandalism to the vehicle while in service.
   e) Passenger complaints of injury or property damage or other circumstances likely to result in the filing of a claim against the Contractor or the County.
2) The Contractor must report any serious accident/incident that involves fatality or serious injury (requiring transporting victim(s) to a hospital) by telephone immediately to ATL for Xpress and the County for the Ride Gwinnett service.
   a) ATL transit service in the following order: Chief Communications Officer, Transit Operations Director, Operations Specialist.
      b) County transit service in the following order: Transit Operations Director, Transit Section Manager.
3) Leaving a voicemail message does not constitute making contact in an emergency.
4) The Contractor shall provide copies of all initial accident/incident reports to ATL or the County within twenty-four (24) hours of the time of the accident/incident. The Contractor will also notify ATL or the County directly of any specific accidents/ incidents for which the FTA mandates notification. The Contractor shall provide copies of all final accident/incident reports to ATL or the County within seven (7) Days of the accident/incident.

9.8 National Transit Database Reporting

1) The Contractor collects and maintains data related to fixed route, paratransit, and microtransit operations, including vehicle revenue hours, mileage, passenger trips, and service failures for

the National Transit Database (NTD) report. This report is vital for federal funding, so the Contractor must meet all FTA deadlines and respond promptly to any follow-up requests. For Ride Gwinnett, data will be collected using TransTrack, with compliance required at daily, monthly, quarterly, and yearly intervals.

2) The Contractor's operations staff must have technical training and a clear understanding of the NTD Report, including developing FTA-approved methodologies for passenger data collection during mandatory sampling years. The Contractor shall submit the required NTD information monthly with all supporting documentation, ensuring it is verified in TransTrack. Any reporting not supported by TransTrack should be included with the monthly invoice.

9.9 Disadvantaged Business Enterprise (DBE) Report

1) The Contractor shall prepare individual and, respectively, monthly, quarterly, and semi-annual DBE reports for ATL and the County. The monthly, quarterly, and semi-annual reports will require, but are not limited to, the ATL and the County's requirement for the Contractor to provide their total amount (both number and dollar amount) of subcontracts and the total amount (both number and dollar amount) awarded to DBE firms for the reporting period.
2) The Contractor shall provide monthly and quarterly reports per the delivery timeline in Section 9.4.3 and 9.4.4. Semi-annual reports shall be for the periods April 1-September 30 and October 1-March 31 and submitted to ATL and the County no later than thirty (30) Days after the end of each reporting period in the format developed by ATL and the County. ATL and the County will provide the report form to the Contractor.

9.10 Equal Employment Opportunity (EEO) Affirmative Action Report

1) The Contractor shall maintain and implement an Equal Employment Opportunity/Affirmative Action program and policy in accordance with FTA guidelines.
2) The FTA Master Agreement requires all applicants, recipients, subrecipients, and contractors receiving FTA funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. Any FTA applicant, recipient, subrecipient, or contractor who meets both of the following threshold requirements must implement all the EEO Program elements:
    a) Employ 100 or more transit-related employees.
    b) Requests for or receive capital or operating assistance in excess of $1 million in the previous Federal fiscal year or requests or receive planning assistance in excess of $250,000 in the last Federal fiscal year.
3) Any FTA applicant, recipient, subrecipient, and contractor who meets both of the following threshold requirements must prepare and maintain an abbreviated EEO Program:
    a) Employ between 50-99 transit-related employees.

b) Requests or receives capital or operating assistance of more than $1 million in the previous Federal fiscal year or requests or receives planning aid of more than $250,000 in the last Federal fiscal year.

4) An abbreviated EEO Program includes the Statement of Policy, dissemination plan, designation of personnel, assessment of employment practices, and a monitoring and reporting system.
5) If the selected Contractor employs more than 50 transit-related employees, it must submit a formal Equal Employment Opportunity (EEO) Program to ATL and the County for approval within thirty (30) Days of Contract execution. The requirements for an EEO Program are defined in FTA Circular 4704.1A.
6) The Contractor shall be required to prepare and file EEO data per the latest revision of EEOC requirements as amended. The Contractor shall advise ATL and the County of their compliance with reporting requirements.

10 Revenue Collection, Reconciliation, and Deposit

10.1 Cash and Automatic Fare Collection Systems (AFC) Maintenance (ATL)

1) The Contractor will complete all repairs and provide preventive maintenance for the fare system, fareboxes (including spares), receivers, and vaults used for cash acceptance as defined in the supplier OEM manuals. Maintenance records will be kept for major components in the farebox, including, but not limited to, the coin mechanism, bill acceptor, meter controller, cashbox, etc.
2) ATL will provide a support contract for the hardware warranty and on-call support of fareboxes, fare system equipment (DCCs, validators, TR2 readers), and garage lane data systems.
3) The Contractor is responsible for the preventive maintenance, repair, and replacement of the probes used for the fare collection system.
4) ATL will furnish an appropriate number of spare fareboxes and fare system equipment for the Contractor's use. The Contractor will be responsible for any additional farebox equipment.
5) The Contractor is responsible for ensuring the fare system equipment is operational at all times.
6) The Contractor will be responsible for ensuring that an inventory of the farebox, validator, and fare collection spare components is maintained in good condition and stored in a secure location.
7) The Contractor is responsible for maintaining control of the farebox locks and keys, and any replacement keys or locks needed for ongoing maintenance of farebox equipment must be coordinated through the ATL staff. Cash and Automatic Fare Collection (AFC) Maintenance (the County)
8) The Contractor will complete all repairs and preventive maintenance for the fareboxes, receivers, and vaults used for acceptance of cash as defined in the supplier OEM manuals. Maintenance records will be kept for major components in the farebox, including but not limited to, coin mechanism, bill acceptor, meter controller, cashbox, etc.
9) Contractor is responsible for the maintenance, repair, and replacement of the Garage Computer systems used for the Genfare System fare collection system, including probes, computers, networks, and other associated fare collection systems equipment.
10) Ride Gwinnett will provide a support contract for the hardware warranty and on-call support of fareboxes, fare system equipment (DCCs, validators, TR2 readers), and garage lane data systems.
11) Ride Gwinnett will furnish an appropriate number of spare fareboxes, and fare system equipment for use by the Contractor. Any additional farebox equipment will be the responsibility of the Contractor.

12) The Contractor will be responsible for ensuring that an inventory of the farebox, validator, and fare collection spare components is maintained in good condition and stored in a secure location.
13) The Contractor is responsible for maintaining control of the farebox locks and keys, and any replacement keys or locks needed for ongoing maintenance of Genfare farebox equipment must be coordinated through the Ride Gwinnett staff.
14) The County has a fare collection system, and the responsibility for assuring all fare collection equipment (including spare component inventory) is fully functional is the Operations and Maintenance Contractor.
15) The Contractor is responsible for the preventive maintenance, repair, and replacement of the probes used for the fare collection system.
16) The Contractor is responsible for ensuring the fare system equipment is operational at all times.

10.2 Process

1) ATL and the County own all the fare collection equipment on their respective vehicles. The Contractor will be responsible for all phases of revenue collection and processing, including fares and vaulting. Offerors shall submit a copy of their proposed cash handling procedures. Offerors should provide a detailed revenue collection plan with their technical proposals to ensure that revenue collection, reconciliation, and reporting procedures meet industry standards and conform to local and federal requirements.
    a) All ATL and County Revenue Vehicles must only be vaulted with their respective vault equipment. The North Facility is equipped with separate vaults for the ATL and the County.
    b) The Contractor shall be responsible for the collection, reconciliation and accounting for all passenger cash fares collected by respective modes. The cash fares collected should match the system's reporting feature. ATL and the County will deduct cash fares collected by the contractor from the contractor's monthly invoice based on the reporting system's data.
    c) The County will establish the fare structure for the County's system. ATL will establish the fare structure for the ATL Xpress system. Any changes to the fare structure, authorized by the County or ATL, will be implemented by the Contractor in the manner and at the time prescribed by the County or ATL for each respective system.
    d) Operators shall be required to ensure that each patron pays the fare needed for the service being provided. Suppose at any time, ATL or the County discovers that an Operator failed to collect the appropriate fare(s) from a passenger(s). In that case, the Contractor may be required to reimburse ATL or the County for any lost fare revenue. Suppose it is determined that the farebox was inoperable. In that case, it is the responsibility of the Operator to

immediately report the issue to Dispatch and write up the problem on their DVIR. The Contractor must repair the farebox and verify full functionality before the Revenue Vehicle being released into Revenue Service.

e) Operators will not handle cash or make changes for passengers.
f) If a passenger is unable to deposit a fare into the farebox due to a disability, the Operator may assist the passenger.
g) Operators will record ridership counts by passenger categories using the electronic farebox or fare collection equipmentThe Contractor shall maintain the security of the fareboxes on the Revenue Vehicles and the associated revenue collection system. Fareboxes must be working on all in-service equipment. Operators will immediately report to dispatch all problems arising with the farebox, including the coin mechanism, dollar bill mechanism, power supply boards, logic boards, and keypads. The Contractor is to immediately take actions to fix the farebox problem, either by providing verbal directions to Operators, dispatching supervisory or maintenance personnel to the Revenue Vehicle, or taking the Revenue Vehicle out of service.
h) Contractor service personnel will probe the fareboxes at the probing station and will place the cash boxes in the vault. Accurate records will be kept of the cash boxes removed and replaced with each Revenue Vehicle. Any problems with these procedures shall immediately be reported to dispatch. Dispatch will then secure the assistance of supervisory or service personnel to complete these tasks.
i) Paratransit and Microtransit vehicles shall be probed daily by the appropriate maintenance staff.
j) Money is not to be left when the vehicle is transported to an off-property garage or site.
k) The Contractor, subject to approval by the County and ATL, shall provide for security of vaults, vault pulling area, and revenue on-hand.
l) Revenue is to be counted once every week by service mode. staff, independently from Paratransit, Microtransit, Commuter Service, Fixed Route Local route operations. A surveillance system will continuously record activity in the vault and probing area. The Contractor will provide the surveillance system. The revenue is to be totaled by fare category and separated between ATL's Commuter Service, the County's Fixed Route Local, Paratransit, and Microtransit services. Revenue is to be reconciled weekly with the farebox records, farebox reports for Xpress, GFI, and farebox reports for the County's services.
m) The County and ATL in effect operate dual fare collection systems with the GFI electronic farebox and the regional smartcard option. The Contractor shall record ridership counts and revenue counts. The Contractor shall reconcile total ridership counts and total revenues recorded and collected by the two systems.
n) The Contractor shall investigate all discrepancies with an explanation report to ATL or the County. This report must be received within two (2) Business Days of the discrepancy.

o) The Contractor shall provide weekly revenue reconciliation reports. These reports must be submitted within one (1) Business Day following revenue collection.

2) The Contractor is to regularly review procedures and their implementation to ensure that the process is being administered correctly and that all revenue is reported and handled in a manner that meets ATL, County, and federal requirements.
3) The County and ATL reserve the right to audit the Contractor's revenue collection procedures and reports and make changes as needed.

11 Turnover/Contract Completion

11.1 General

1) Upon expiration or termination of the Contract, or fleet adjustment, the Contractor shall return all assigned Revenue Vehicles, facilities, and equipment to ATL and the County fully functional in the appropriate state of repair for the age of the asset.
2) Schedules for Meetings, Inspections, Turnover etc. for Contract expiration and termination are in Sections 11.1.6 and 11.1.7 below.

11.1.1 Pre-Transfer Meeting (Contract Expiration, Termination, or Fleet Adjustment)

1) Upon notice of expiration or termination of the Contract, ATL, the County, and the Contractor shall hold a Pre-Transfer Meeting in the Metro Atlanta area in advance of the transfer of assigned Revenue Vehicles, facilities, and equipment to ATL and the County or the Succeeding Contractor. ATL and/or the County shall provide the location. The Contractor shall be represented by their Key Personnel at this meeting. Their appropriate personnel shall represent ATL and the County. The purpose of the Pre-Transfer Meeting shall be to schedule a date for the initial and final vehicle, facility, and equipment inspections; discuss vehicle, facility, and equipment inspection guidelines and procedures; and discuss the procedures for the actual transfer of the vehicles, facilities, and equipment to ATL and the County or the Succeeding Contractor.

11.1.2 Contractor Pre-Initial Turnover Inspection Requirements

1) Upon notice of expiration or termination of the Contract, the Contractor shall prepare Individual Asset Turnover Folders for each vehicle, facility, and equipment therein. Each folder shall contain records including:
   a) The last vehicle, facility, and equipment Preventive Maintenance Inspection (PMI) with follow-up repair orders.
   b) A detailed set of pictures of the assets (both interior and exterior where applicable),
   c) Life-to-date mileage
   d) Life-to-date equipment hours
   e) Campaign completion information.
   f) Fluid analysis reports (including analysis date and life miles or hours when performed)
   g) Vehicle, facility, and equipment maintenance history for the previous six (6) months.
   h) Park and ride lots, Revenue Vehicle bus.

i) Condition assessment of all park and ride facilities and Revenue Vehicle stops, including corrective action cost estimates to return these facilities to a state of good repair per the NTD scoring methodology in Section 11.3
j) Condition assessment of all equipment, including corrective action cost estimates to return equipment to a state of good repair per the NTD scoring methodology in Section 11.3
k) Review of records and documentation for vehicles, facilities, equipment, and personnel
l) Review of all inspections and permits for all vehicles, facilities, and equipment.

2) Following ATL and/or the County issuing the Initial Inspection Report to the Contractor, the Contractor shall notify ATL and/or the County whether it intends to complete the repair work itself or, if approved by ATL and the County, whether it wants to pay for the cost of said work (see Section 11.1.8). Suppose the Contractor chooses to perform the repair work. In that case, the Contractor shall provide ATL and the County a plan including a schedule for effecting all repairs for all vehicle, facility, and equipment defects, etc., identified in the Initial Inspection Report. The Contractor shall provide weekly updates on schedule adherence to ATL and the County.

11.1.3 Final Turnover Inspection

1) Following the resolution of issues or repair of defects by the Contractor as identified in the Initial Inspection Report, ATL, the County, the Contractor, and the Succeeding Contractor along with the Independent Third Party Auditor(s) shall conduct a Final Turnover Inspection of assigned Revenue Vehicles, facilities, and equipment to determine that the repair work required to be performed pursuant to the Initial Inspection Report has been completed satisfactorily. The Final Turnover Inspection shall also identify any additional repairs that may be needed due to conditions that arose following the Initial Turnover Inspection.
2) At the Final Turnover Inspection, the Contractor shall make available its vehicle operations and maintenance facility, vehicles, equipment, and such personnel as necessary to move and inspect vehicles, operate hoists, inspect facilities, check equipment functionality, and condition. The cost of the Contractor's personnel required to perform all Inspection tasks shall be borne by the Contractor.
3) The Final Turnover Inspection shall include a physical re-examination of the vehicles, facilities, and equipment inspected during the Initial Turnover Inspections, with a focus on defects identified on the Initial Turnover Inspection. The Contractor shall also make available to ATL, the County, and the Independent Third-Party Auditor all preventive maintenance inspection records, daily Operator inspections, oil analyses, test results, maintenance data, facilities and equipment records and other requested records during the Final Turnover Inspection.
4) All systems reviewed in the Initial Turnover Inspection shall be re-examined. The Contractor shall maintain written records documenting items that have been repaired, if any, since the

Initial Turnover Inspection and shall submit such records to ATL, the County, and the Independent Third-Party Auditor. During the Final Turnover Inspection, the current condition of every vehicle, facility, and piece of equipment, and the status of every outstanding repair item shall be determined and documented.

5) The Independent Third-Party Auditor shall provide a Final Inspection Report to ATL and the County. ATL and the County will provide the Final Inspection Report to the Contractor. The Final Inspection Report shall include: (1) A determination as to whether the repair work required to be performed pursuant to the Initial Inspection Report is, in fact, complete.
   a) Includes review of work orders and other documentation including physical inspection.
   b) Repair cost estimates for additional items needing repair not identified in the Initial Inspection Report.
   c) Pictures of damage, wear, and defects for vehicles, facilities, and equipment
   d) Revised condition assessment of all vehicles including corrective action cost estimates to return vehicles to a state of good repair.
   e) Revised condition assessment of both North and South Facilities including corrective action cost estimates to return the North and South Facilities to a state of good repair by the NTD scoring methodology in Section 11.3
   f) Revised condition assessment of all park and ride facilities and Revenue Vehicle stops including corrective action cost estimates to return these facilities to a state of good repair per the NTD scoring methodology in Section 11.3
   g) Revised condition assessment of all equipment, including corrective action cost estimates to return equipment to a state of good repair per the NTD scoring methodology in Section 11.3
   h) Revised review of records and documentation for vehicles, facilities, equipment, and personnel
   i) Record reviews include fluid analysis, deferred maintenance, and out-of-service lists, etc.
   j) An inventory of installed tires by vehicle number including tread depth, pressure, installed tire location on vehicle, and tire serial number.
   k) In the event the Contractor chooses to pay for the cost of work required on the Initial Inspection Report, the Independent Third-Party Auditor shall ensure the Final Inspection Report repair costs do not include those repair costs paid by the Contractor.
6) Vehicle, facility, and equipment repair estimates shall be used to provide a state of good repair status and ensure a clean transition to the Succeeding Contractor. The Succeeding Contractor shall assume full responsibility for operations and maintenance for all vehicles, facilities, and equipment at the Service Start date.

11.1.4 Final Walk-Through Inspection

1) A Final Walk-Through inspection shall be performed by ATL, the County, Independent Third-Party Auditor, the Contractor, and the Succeeding Contractor at the time of turnover to review any changes to vehicles, facilities, and equipment conditions.
2) At the Final Walk-Through Inspection, the Contractor shall make available its vehicle operations and maintenance facility, vehicles, equipment, and such personnel as necessary to move and inspect vehicles, operate hoists, inspect facilities, check equipment functionality, and condition. The cost of the Contractor's personnel required to perform all Inspection tasks shall be borne by the Contractor.
3) Any new changes to vehicles, facilities, and equipment necessitating repairs shall be the responsibility of the Succeeding Contractor. The Independent Third-Party Auditor shall provide the repair estimates, with the Contractor responsible for the repair costs.
4) The Final Walk-through shall also include a complete inventory and accounting of County tickets and passes, and County-owned inventory.
5) The Final Walk-through shall include fuel, DEF, and fluids inventory and reconciliation.

11.1.5 Contract Expiration Transfer Schedule

1) The Contract Expiration Transfer Schedule shall apply to transfers to ATL, the County, and the Succeeding Contractor.

Activity	Timeframe
Pre-transfer meeting (8.1.1)	120 Days before Contract expiration date
Individual Asset Turnover Folders due (8.1.2)	14 Days before Initial Turnover Inspection
Initial Turnover Inspection (8.1.3)	No later than 90 Days before the Contract expiration date
Initial Inspection Report (8.13)	Within 14 Days following the Initial Turnover Inspection
Contractor repair intention due (8.13)	Within 15 Days following issuance of the Initial Inspection Report
Contractor payment or security due (8.1.3) (8.1.8)	Within 5 Days of Contractor Repair intention
Contractor repair schedule due (8.13)	Within 15 Days following issuance of the Initial Inspection Report
Final Turnover Inspection (8.1.4)	Completed no later than 7 Days before the Contract

Activity	Timeframe
	expiration date
Final Inspection Report (8.1.4)	Within 2 Days of Contract expiration date
Final Walk-Through (8.1.5)	At the time of turnover

11.1.6 Contract Termination Transfer Schedule

1) The Contract Termination Transfer Schedule shall apply to termination by choice but not termination by cause.

Activity	Timeframe
Pre-transfer meeting (8.1.1)	No later than 7 Days after Notice of Termination
Individual Asset Turnover Folders due (8.1.2)	2 Days before Initial Turnover Inspection
Initial Turnover Inspection (8.1.3)	No later than 14 Days after Notice of Termination
Initial Inspection Report (8.13)	Within 14 Days following the Initial Turnover Inspection
Contractor repair intention due (8.13)	Within 3 Days following issuance of Initial Inspection Report
Contractor payment or security due (8.1.3) (8.1.8)	Within 3 Days of Contractor Repair intention
Contractor repair schedule due (8.1.3)	Within 3 Days following issuance of the Initial Inspection Report
Final Turnover Inspection (8.1.4)	Completed no later than 7 Days before the Contract termination date
Final Inspection Report (8.1.4)	Within 2 Days of the Contract termination date
Final Walk-Through (8.1.5)	At the time of turnover

11.1.7 Final Payments

1) ATL and the County expect the Contractor to make all repairs identified in the Initial Inspection Report. The Contractor shall perform such identified repairs at its expense or, if approved by ATL and the County, pay ATL and/or the County the sums outlined in the Initial Inspection Report for such repairs. Per the applicable schedule in Section 11.1.6 (Contract Expiration) or Section 11.1.7 (Contract Termination by Choice), the Contractor shall notify ATL and/or the County whether it wants to complete the repair work itself or whether it wants to pay for the cost of said work. In the event the Contractor elects to do the work itself, it shall, per the applicable schedule, post a letter of credit or other security acceptable to ATL and/or the County in an amount equal to the estimated repair costs as determined by the Initial Inspection Report, to be payable to ATL and the County for repairs not completed by the conclusion of the Contract. In the event the Contractor elects to pay ATL or the County for the cost of the repairs, it shall do so in full per the applicable schedule.
    a) If any repair work remains incomplete from the Initial Inspection Report as of the date vehicles, facilities, and equipment are returned to ATL and the County or transferred to the Succeeding Contractor. The Contractor shall pay to ATL and the County on that date an amount equal to the cost of the remaining repair work as determined in the Initial Inspection Report and/or ATL/the County shall use the security posted by the Contractor.
    b) If any repair work remains incomplete from the Final Inspection Report as of the date vehicles, facilities, and equipment are returned to ATL and the County or transferred to the Succeeding Contractor. The Contractor shall pay ATL and the County on that date an amount equal to the cost of the remaining repair work as determined in the Final Inspection Report.
    c) In the event the Contractor chooses to pay for the cost of work required in the Initial Inspection Report, the Independent Third-Party Auditor shall ensure the Final Inspection Report repair costs do not include those repair costs paid by the Contractor.
    d) In the event the Final Walk-Through inspection reveals new changes necessitating repairs, the Independent Third-Party Auditor will provide estimates for repair. The Contractor shall be responsible for all repair costs. The repair costs shall be deducted from the Contractor's final invoice.
    e) In the event ATL and/or the County determines the level of incomplete vehicle maintenance at the end of the Contract, which could negatively impact required service levels during the new contract, the Contractor shall be required to provide leased vehicles as required by ATL and the County for a period of up to sixty (60) Days following the Contract termination date. Leased vehicles shall be similar to the vehicle types being supplemented. The Contractor shall be responsible for all lease costs incurred during the sixty (60) Days following Contract termination.

f) The Contractor is responsible for ticket and pass inventory control. If the inventory of tickets and passes performed on the Final Walk-Through Inspection indicates missing tickets or passes, the Contractor will be required to reimburse the County the face value of the ticket or pass.

2) The Contractor shall ensure all letters of credit, security and payments shall be made payable individually to ATL and the County for their respective assets covered by the Contract.
3) Provided the Contractor either posts security acceptable to ATL or the County or pays to ATL or the County any payments required to complete the repair work, ATL or the County shall not withhold or deduct any sums otherwise due the Contractor pursuant to the invoices rendered by it for Services completed up to and including the date the Contract expires or terminates, and all such invoices shall be paid in accordance with the Contract.
4) The Independent Third-Party Auditor shall be the sole arbiter providing binding decisions, albeit fairly and equitably, in the event of disputes arising between the parties (ATL, the County, Contractor, and/or Succeeding Contractor) resulting from Initial Inspection Report, Final Inspection Report, and Final Walk-Through Inspection identifications of defects requiring corrective action and those considered 'normal wear and tear'.

11.1.8 Access

1) The Contractor shall provide ATL and the County and/or ATL's or the County's agents, including the Independent Third-Party Auditor, and the Succeeding Contractor, reasonable access to its operating and maintenance facilities and all assigned Revenue Vehicles throughout the Contract close-out and turnover/transfer process.

11.1.9 Data

1) To the extent permitted by law, the Contractor shall share with ATL, County, and the Succeeding Contractor, employee records and wages, benefits, and other relevant information relating to any of the Contractor's employees who at any time engaged in the provision of Xpress and/or the County's service.

11.1.10 Documents

1) The Contractor shall provide ATL and the County with copies of all leases, permits, licenses, and other relevant documents related to the Contractor's provision of Xpress and the County's service.

11.1.11 Substance Testing

1) The Contractor shall provide ATL and the County with all documents about FTA's Drug and Alcohol requirements associated with its Contract with ATL for Xpress service and the County

for the County's service. These records shall include a completed FTA Drug and Alcohol summary MIS report for its period of operations on the Appendix H to Part 40 DOT Drug and Alcohol Testing MIS Data Collection Form, or subsequent revision.

11.1.12 Maintenance

1) The Contractor shall provide ATL and the County with all records associated with its Contract with ATL for Xpress service or the County for the County's service, including all FTA-required maintenance documentation.

11.1.13 Record Retention

1) The Contractor shall provide a copy of all maintenance and operations records associated with the ATL and County Contracts to ATL and the County, respectively, at the end of the Contract. The Contractor shall retain all documents in its possession associated with its Contract with ATL and its Contract with the County for a minimum of three (3) years following expiration of the Contract. In the event of a litigation claim, negotiation, audit, or other action involving the records that have been started before the expiry of the three years, they are subject to the provisions of 49 CFR 18.42.

11.2 Vehicles

1) Upon expiration or termination of the Contract, the Contractor shall return all assigned Revenue Vehicles to ATL and the County in sound mechanical and operating condition less normal wear and tear, in accordance with the standards of the Contract. ATL and the County expect the vehicles to be ready to use under the conditions per Section 13. The condition of the assigned Revenue Vehicles shall be determined by fleet inspections conducted by an Independent Third-Party Auditor(s). Inspections shall include:
   a) All vehicles shall be road tested.
   b) Vehicle exterior finish and appearance
   c) Vehicle interior finish and appearance
   d) Drivetrains, including engines, drive units, and axles.
   e) Suspension and steering
   f) The Contractor shall perform brake testing on all vehicles with the Independent Third-Party Auditor
   g) All vehicle equipment sub-systems should be checked for function (including radio, sign, CAD/AVL, fare system, camera systems etc.
   h) All ADA equipment, including restraints, seats, ramps, and lifts shall be inspected.
   i) All work history, PMI inspections and repairs, and fluid analysis, shall be reviewed.

j) Tire inspection, noting pressure, tread depth, installed location on vehicle, and tire serial number.
    1) The Contractor shall ensure that all tires are safe for transit operation before transfer of a vehicle to ATL, the County or the Succeeding Contractor

11.3 Facilities and Equipment

1) Upon expiration or termination of the Contract, the Contractor shall return the North and South Facilities, Revenue Vehicle stops, park and ride lots, and all equipment to ATL and the County, including all ATL and County owned equipment at the North Facility, and ATL owned equipment at the South Facility, in sound physical and operating condition less normal wear and tear, in accordance with the standards of the Contract. The condition of the North Facility equipment, South Facility, Revenue Vehicle stops, park and ride lots, and South Facility equipment shall be determined by inspections conducted by an Independent Third-Party Auditor(s). Inspections shall be performed with the latest revision of the FTA Facility Condition Assessment Guidebook. Facility and equipment scoring shall be measured using FTA's TERM scale.
    a) 5 - Excellent
    b) 4 - Good
    c) 3 - Adequate
    d) 2 - Marginal
    e) 1 – Poor
2) ATL and the County expect the Contractor to maintain the North and South Facilities, Revenue Vehicle stops, park and ride lots, and all equipment to the same or better sub-component rating score achieved on the most recent NTD Facility Condition Assessment performed before the start of the Contract. The Contractor shall ensure the North and South Facilities, Revenue Vehicle stops, park and ride lots, and all equipment shall meet the minimum scoring requirements at the Initial and Final Turnover Inspections:
    a) The North and South Facilities, park, and ride lots, and Revenue Vehicle stop scores for each sub-component shall be no lower than 3 (Adequate)
    b) The scores for each piece of equipment shall be no lower than 3 (Adequate)
    c) No sub-component or equipment score shall drop two points or more (example: from 5 to 3) over the term of the Contract.
3) The Contractor shall ensure all facilities and pieces of equipment have the required valid inspections and permits through the end of the Contract. This requirement applies to all inspections and permits, such as vehicle hoist inspections, fuel systems, waste systems, etc.

12 Turnover/Contract Start

12.1 General

1) Upon Contract execution, ATL and the County shall provide Revenue Vehicles to the Contractor that are ready for use in ATL and the County's service. Facilities and equipment provided by ATL and the County are in a fully functional and appropriate state of repair, less normal wear and tear, for the age of the asset.
2) A scheduled outline for Meetings, Inspections, Turnover etc. for Contract start of service is in Section 12.1.8 below.

12.1.1 Contract Signing

1) The Contractor shall provide the signed Contract, performance bond, and payment bond to ATL and the County within ten (10) Days of Contract award.

12.1.2 Pre-Transfer Meeting (Contract Award)

1) Upon notice of Contract award (Notice to Proceed), ATL, the County, and the Contractor shall hold a Pre-Transfer Meeting in the Metro Atlanta area in advance of the transfer of assigned Revenue Vehicles, facilities, and equipment from ATL and the County or the Preceding Contractor to the Contractor. ATL and/or the County shall provide the location. The Contractor shall be represented by their Key Personnel at this meeting. Their appropriate personnel shall represent ATL and the County. The purpose of the Pre-Transfer Meeting shall be to review the Contractor's understanding of the ATL and the County's Contracts, requirements, and timetable. The Contractor shall be responsible for carrying out an effective and smooth transition and start-up process, and be ready to assume responsibility for all required operations and maintenance by the Service Start Date. As part of the Pre-Transfer Meeting, the Contractor shall provide their transition plan and schedule to ATL and the County for review and comment. At a minimum, the Contractor's transition plan and schedule shall include:
    a) Service continuity plan
    b) Turnover audit participation
    c) Transition process for facilities, equipment, and staff
    d) Reporting dates for all personnel
    e) Talent acquisition and retention (including plans for labor agreements)
    f) Training milestones for all staff
    g) Staff chain of command
    h) Staff job description and duties
    i) Materials inventory plan

j) Safety program plan and implementation schedule
k) Implementation of Quality Plan
l) Dates and plan for acquiring vehicle insurance
m) Vehicle permits
n) Facility and equipment licensing and permits
o) Schedule for acquiring the North Facility Lease
p) Schedule for attaining fully equipped and operational facilities status
q) Pickup and staging of all vehicles at their assigned facilities
r) SOP, Safety, and Training milestones, documentation, procedures preliminary drafts (Sections 5.8.1 and 6.8.1)
s) Security including a cybersecurity plan
t) Record keeping and reporting plan
u) Innovation proposal and plan

2) The Pre-Transfer Meeting's discussions shall also include:
a) Schedule dates for follow-up meetings
b) Discuss the procedure for document draft review to achieve the final draft submission schedule.
c) Discuss vehicle, facility, and equipment inspection guidelines and procedures.
d) Discuss the procedures for the actual transfer of the vehicles, facilities, and equipment to the County or the Contractor.
e) Contractor to provide a draft of their maintenance record format (Sections 5.4.1 and 6.4.1)
f) Contractor to provide documentation to ATL and the County affirming compatibility of the Contractor's, ATL's, and the County's CMMS/EAM systems (Sections 5.4.1 and 6.4.1)
g) Contractor to provide Employee Screening and Selection methodology

12.1.3 Initial Turnover Meeting (Contract Award)

1) As part of the expiration or termination of the Contract, an Initial Turnover Inspection performed by an Independent Third-Party Auditor of the assigned Revenue Vehicles, facilities, and equipment shall occur before transfer of the vehicles to ATL and the County or the Contractor.
2) The Independent Third-Party Auditor shall provide an Initial Inspection Report to ATL and the County. The Initial Inspection Report shall contain price estimates to return all vehicles, facilities and equipment to the standards required in the Contract. Following the Initial Inspection, the Preceding Contractor shall notify ATL and/or the County whether it intends to complete the repair work itself or whether it wants to pay for the cost of work identified in the Initial Inspection Report.

3) Following the decision by the Preceding Contractor, an Initial Turnover Meeting (Contract Award) shall be held in the Metro Atlanta area between ATL, the County, and the Contractor. The Contractor shall be represented by their Key Personnel at this meeting. Their appropriate personnel shall represent ATL and the County. ATL and/or the County shall provide the meeting location. At this meeting, ATL and the County shall provide an electronic copy of the Initial Inspection Report to the Contractor. They will inform the Contractor of the Preceding Contractor's decision to either provide a repair plan or pay for the cost of repairs for all repairs required.
4) If the Preceding Contractor chooses to pay for the cost of repairs, ATL and the County shall require the Contractor to develop a plan to complete all remaining vehicles, facilities, and equipment repairs.
5) During this meeting, the Contractor shall provide the following to ATL and the County:
    a) Operator's Manuals (Final Draft)
    b) Standard Operating Procedures (Final Draft)
    c) Drug and Alcohol Program (Final Draft)
    d) Safety Plan (Final Draft)
    e) Security including a cybersecurity plan (Final Draft)
    f) Quality management Plan (Final Draft)
    g) Employee Uniforms (Final Approval)
    h) Formal EEO program (Final Draft)
    i) Workforce Development Plan

12.1.4 Intermediate Turnover Meeting (Contract Award)

1) ATL, the County, and the Contractor shall hold an Intermediate Turnover Meeting in the Metro Atlanta area in advance of the transfer of assigned Revenue Vehicles, facilities, and equipment from ATL and the County or the Preceding Contractor to the Contractor. ATL and/or the County shall provide the location. The Contractor shall be represented by their Key Personnel at this meeting. Their appropriate personnel shall represent ATL and the County. The purpose of the Intermediate Turnover Meeting shall be to review the Contractor's plans and timetable. During this meeting, the Contractor shall provide:
    a) Vehicle Maintenance Plan (Final Draft)
    b) IT Asset Management Plan (Final Draft)
    c) COOP Plan (Final Draft)
    d) Contractor's plan to complete all remaining repairs during the first sixty (60) Days following Service Start. (If the preceding Contractor chose to pay for the cost of repairs)
    e) Record Keeping and Reporting system is fully functional and presented to the County and ATL for final approval)

f) Provide updates on staffing level attainment.
g) Provide updates on inventory procurement.
h) Contractor's Progressive Disciplinary Policy (Final Draft)

12.1.5 Final Turnover Inspection (Contract Award)

1) ATL, the County, the Preceding Contractor, and the Contractor, along with the Independent Third-Party Auditor(s), shall conduct a Final Turnover Inspection of assigned Revenue Vehicles, facilities, and equipment to determine that the repair work required to be performed pursuant to the Initial Inspection Report has been completed satisfactorily. The Final Turnover Inspection shall also identify any additional repairs that may be needed due to conditions that arose following the Initial Turnover Inspection.
2) At the Final Turnover Inspection, the Preceding Contractor shall make available its vehicle operations and maintenance facility, vehicles, equipment, and such personnel as necessary to move and inspect vehicles, operate hoists, inspect facilities, check equipment functionality, and condition. The cost of the Preceding Contractor's personnel required to perform all Inspection tasks shall be borne by the Preceding Contractor.
3) The Final Turnover Inspection shall include a physical re-examination of the vehicles, facilities, and equipment inspected during the Initial Turnover Inspections, with a focus on defects identified on the Initial Turnover Inspection.
4) All systems reviewed in the Initial Turnover Inspection shall be re-examined. The Preceding Contractor shall maintain written records documenting items which have been repaired, if any, since the Initial Turnover Inspection and shall submit such records to ATL, the County, and the Independent Third-Party Auditor. During the Final Turnover Inspection, the current condition of every vehicle, facility, and piece of equipment, and the status of every outstanding repair item shall be determined and documented.
5) The Independent Third-Party Auditor shall provide a Final Inspection Report to ATL and the County. ATL and the County will provide the Final Inspection Report to the Preceding Contractor and the Contractor. The Final Inspection Report shall include:
   a) A determination as to whether the repair work required to be performed pursuant to the Initial Inspection Report is, in fact, complete.
   b) Includes review of work orders and other documentation including physical inspection.
   c) Repair cost estimates for additional items needing repair not identified in the Initial Inspection Report
   d) Pictures of damage, wear, and defects for vehicles, facilities, and equipment
   e) Revised condition assessment of all vehicles, including corrective action cost estimates to return vehicles to a state of good repair.

f) Revised condition assessment of the South facility including corrective action cost estimates to return the South Facilities to a state of good repair per the NTD scoring methodology in Section 11.3
g) Revised review of records and documentation for vehicles, facilities, equipment, and personnel
h) Record reviews include fluid analysis, deferred maintenance, and out-of-service lists etc.
i) In the event the Preceding Contractor chose to pay for the cost of work required on the Initial Inspection Report, the Independent Third-Party Auditor ensures the Final Inspection Report repair costs do not include those repair costs paid by the Preceding Contractor.

7) Vehicle, facility, and equipment repair estimates shall be used to provide state of good repair status and ensure a clean transition to the Contractor. The Contractor shall assume full responsibility for operations (including personnel) and maintenance for all vehicles, facilities, and equipment at the Contract Service Start date.

12.1.6 Final Walk-Through Inspection

1) A Final Walk-Through inspection shall be carried out by ATL, the County, Independent Third-Party Auditor, the Preceding Contractor, and the Contractor at the time of turnover to review any changes to vehicle, facilities, and equipment conditions.
2) At the Final Walk-Through Inspection, the Preceding Contractor shall make available its vehicle operations and maintenance facility, vehicles, equipment, and such personnel as necessary to move and inspect vehicles, operate hoists, inspect facilities, check equipment functionality, and condition. The cost of the Preceding Contractor's personnel required to perform all Inspection tasks shall be borne by the Preceding Contractor.
3) Any new changes to vehicles, facilities, and equipment necessitating repairs shall be the responsibility of the Contractor. The Independent Third-Party Auditor shall provide the repair estimates to the Preceding Contractor, who is responsible for the repair costs.

12.1.7 Service Start (Contract Award)

1) The Contractor shall be responsible for carrying out an effective and smooth transition and start-up process and be ready to assume responsibility for all required operations and maintenance by the Service Start Date. The Contractor shall not alter or deviate from ATL and/or the County's service requirements and schedules.
2) The Contractor shall ensure all vehicles have the required permits and insurance.
3) The Contractor shall have inventory available to perform all preventative maintenance, projected basic repairs, and tire replacement on the Service Start date.
4) The Contractor shall ensure that all employees have the appropriate uniforms on the Service Start date.

5) The Contractor shall ensure sufficient staff have been hired and properly trained to perform all required duties on the Service Start date.
6) The Contractor shall ensure that all communications and computer systems are properly deployed and fully operational on the Service Start date.
7) The Contractor shall have sixty (60) Days following the service start date to complete all remaining work identified on the Final Inspection Report. The Contractor shall be responsible for identifying and ordering any materials with a long lead time required for effecting and ensuring all remaining repairs are completed during the 60-Day window.
8) Within ten (10) Days following Service Start, the Contractor shall provide a schedule to ATL and the County for completing all remaining work during the first sixty (60) Days of service.
9) The Contractor shall provide a copy of the repair estimate from the Final Inspection Report, along with a copy of the work order showing completed repairs, including all labor and materials, to ATL and/or the County (as appropriate) weekly. ATL and/or the County shall pay the Contractor the amount estimated by the Independent Third-Party Auditor. The Contractor shall provide a single monthly invoice by the tenth (10th) of each month, referencing each work order, to ATL and the County for payment. The Contractor shall not invoice ATL or the County for materials on backorder and paid for by the Preceding Contractor. ATL and the County shall pay the Contractor on the twenty-fifth (25th) of the month (net 30) for completed, invoiced work. The Contractor shall only be paid for remaining work repairs completed during the first sixty (60) Days of the Contract and invoiced by the tenth (10th) Day of the first month following the sixty (60)-Day period, unless ATL and/or the County agreed to a prior waiver. Any outstanding or deferred maintenance work that remains uncompleted at the end of the approved Repair Schedule shall be considered the responsibility of the Contractor and shall be completed at the Contractor's expense.
10) In the event ATL and/or the County determines the level of incomplete vehicle maintenance at the end of the previous contract could negatively impact required service levels during this Contract, the Preceding Contractor shall be required to provide leased vehicles as required by ATL and the County for a period of up to 60 Days following the contract termination date of the prior contract. Leased vehicles shall be similar to the vehicle types being supplemented. The Preceding Contractor shall be responsible for all lease costs incurred during the 60 Days following contract termination.
11) The Final Inspection Report assessment shall be used as the baseline for vehicles, facilities, and equipment condition for the Contract beginning on the Service Start date. The baseline shall be updated once the remaining vehicle, facilities, and equipment repairs are complete.

12.1.8 Contract Award Transfer Schedule

1) The Contract Award Transfer Schedule shall apply to transfers from ATL, the County, and the Preceding Contractor to the Contractor.

Item	Timeline
Signed Contract returned to ATL (8.1.1)	Within 10 Days of Contract Award
Performance Bond (8.1.1)	Within 10 Days of Contract Award
Payment Bond (8.1.1)	Within 10 Days of Contract Award
Pre-Transfer meeting (8.1.2)	Within 14 Days of Contract Award
Initial Turnover Meeting (Contract Award) (8.1.3)	No later than 60 Days before the Service Start date
Intermediate Turnover Meeting (Contract Award) (8.1.4)	No later than 30 Days before Service Start date
Final Turnover Inspection (8.1.5)	Completed no later than 7 Days before the contract expiration date of the prior contract
Final Turnover Report (8.1.5)	Within 2 Days before Service Start date
Final Walk-Through Inspection (8.1.6)	At the time of turnover
Service Start (8.1.7)	July 1, 2021
Contractor's plan for completing remaining repairs (8.1.7)	Within 10 Days following Service Start
Prior Contract remaining repairs completion date (8.1.7)	Within 60 Days following Service Start

13 Vehicle Condition at Turnover

13.1 General

1) The Contractor is responsible for transferring all vehicles to ATL, the County, and the Succeeding Contractor in ready-to-use condition for use in ATL and the County's service.
2) Below is a general description of what constitutes minimum standards for vehicles in ready-to-use condition. The description is not all-inclusive and is provided as a general guideline to the Contractor.
    a) Starting systems, batteries, and engines so that a vehicle starts and idles normally within one (1) minute of the first attempt to start the vehicle without the aid of external starting assistance.
    b) The engine compartment and undercarriage were steam cleaned with no accumulation of dirt, oil, or other debris present.
    c) No exterior body damage, including any dents, scratches, or missing or torn decals, bumper, or bike rack damage. No interior body damage, graffiti, scratches, or missing or torn decals.
    d) No broken, cracked, scratched, etched, or fogged glass.
    e) No seats with rips or tears in the seat covering including the Operator's seat. All hand rests, and reclining mechanisms are fully functional through each area of adjustment or movement.
    f) Fully functional interior and exterior doors and latches.
    g) No rips, tears, or graffiti on the interior surfaces of the Revenue Vehicle.
    h) Fully functional fuel systems, including DEF systems.
    i) No fluid leaks.
    j) No pinion seal leaks or moisture of any kind around the pinion seal.
    k) Tires must be serviceable and properly matched on each axle.
    l) No belts or hoses with any dry rot, cracking or sign of wear; all clamps present and of constant torque type.
    m) All lines, hoses, and harnesses are properly secured and not rubbing against any surface or touching each other.
    n) No wheel bearing leaks or moisture around wheel seals.
    o) Brake linings or pads at 75% of original specifications.
    p) Air systems without any noticeable oil discharge; the air compressor must pass the standard discharge test.
    q) Fully functional electrical systems with all bulbs working and properly positioned.
    r) Fully functional wheelchair lifts are capable of smoothly lifting to its rated capacity without fault. Fully functional kneeling and ramp systems.

s) Wheelchair tie downs in excellent condition with a complete set of tie downs that are clean and serviceable without rips, frays, or tears.
t) Smooth operation from 0 to 65 MPH without noticeable vibration.
u) Smooth operation of the engine without any misfire.
v) Retarder and Jake Brake are fully functional.
w) All fluids at the proper level.
x) Engine oil use of less than one gallon per 1,000 miles based upon last month's service oil consumption report.
y) Engine and transmission oil analysis completed within 30 Days of turnover, demonstrating no out-of-range results.
z) Proper balance and alignment for all tires.
aa) Vehicle freshly and properly greased/lubricated.
bb) Serviceable radius rods, shocks, airbags, leveling valves, and steering components.
cc) No bent or discolored rims.
dd) Functional County-owned Revenue Vehicle related equipment includes fare collection, communications, ITS, and safety equipment.
ee) Functional emergency window exits.
ff) Fully functional heating and air conditioning capable of cooling the Revenue Vehicle at least 20 degrees lower than the actual ambient air temperature.
gg) All required inspections performed with shortcomings and deficiencies found during said inspections repaired.
hh) No out of service conditions.
ii) All announcement systems and signs are in full working condition.

14 Price Proposal Forms

This document shall represent the Offeror's Price Proposal to ATL and the County for the Operations and Maintenance Services. The Price Proposal shall not be included in the electronic submittal of the Technical Proposal and shall be submitted separately. Each Offeror shall also submit one (1) electronic copy as a single file in Excel format to the Dropbox link provided in Section 2 of this RFP. Price proposals shall be submitted with the Technical Proposal documents and are due no later than **2:00 PM on November 19, 2025.**

1) **Price Proposal Assumptions**
   a) Interlining on trips will not be paid as revenue hours.
   b) For AM commuter trips, a boarding time of 10 minutes for the County, and 5 minutes for ATL, before the departure time will be paid as revenue hours.
   c) ATL and the County will pay based on scheduled revenue hours. Regular Atlanta traffic conditions should be considered when building blocks, run cuts, and reporting times for operators, and they should also be considered part of the regular revenue hour rate.
   d) The Fixed fee and all shared expenses at the North Facility will be divided between ATL and the County based on the total number of vehicles residing at the North Facility for each agency, which is currently split as thirty percent (30%) ATL and seventy percent (70%) Gwinnett County.
   e) Variable costs should be reflected on the County and ATL cost sheets individually. Specific requests that are unique to either agency should also be reflected on that agency's pricing sheets.
   f) Start-up costs are not to be included in the yearly costs and should be included on a separate pricing form.
2) The Price Proposal Form is designed with a tiered costing system based on revenue hours and the requirements to meet service needs. The tier system for each agency is shown below.
   a) **ATL (3-Tier System):**
      1) Tier 1: Revenue hours reduced at or below 75% of current levels.
      2) Tier 2: Revenue hours remain at current levels.
      3) Tier 3: Revenue hours increase at or above 20% above current levels.
   b) **Gwinnett (3-Tier System):**
      a) Tier 1: Revenue hours reduced at or below 75% of current levels.
      b) Tier 2: Revenue hours remain at current levels.
      c) Tier 3: Revenue hours increase at or above 20% above current levels.
3) The following instructions assist in navigating the spreadsheet.
   a) Cells highlighted in yellow require manual input by proposers.

b) Tier 2 (current revenue hours) have already been prepopulated and should not be adjusted.
c) The spreadsheet auto-populates the revenue hours for all other tiers (both ATL and Gwinnett) and should not be adjusted.
    1) For the North Facility, the administrative and non-vehicle maintenance fixed fees splits are thirty percent (30%) for the ATL and seventy percent (70%) Gwinnett County. This proportion should be used to determine each agency's share of those costs.
    2) These fee splits are already incorporated into the formulas
d) Costs for each tier are entered in yellow-highlighted cells for different cost items.
e) Non-highlighted cells auto-populate to align cost items with the corresponding tiered revenue hours.
f) Proposers shall not adjust any formulas or override any formulas in these cells. Only inputs to highlighted cells are permitted. Any adjustments or overrides will result in a non-responsive bid, and the proposal will be considered disqualified.
g) The spreadsheet consolidates all proposer cost data, and the final cumulative costs for all tiers are calculated automatically in the Master sheets.
h) Separate Master sheets are maintained for ATL and Gwinnett, each reflecting their respective tiered costing systems.

15 Attachments

The following are provided as separate attachments

1) Attachment 1 – Question and Answer Forms
2) Attachment 2 – Offer Checklist
3) Attachment 3 – Price Proposal
4) Attachment 4 – Xpress and Ride Gwinnett Shop Equipment
5) Attachment 5 – Detailed Xpress and Ride Gwinnett Bus Schedules
6) Attachment 6 – Detailed Xpress and Ride Gwinnett Vehicle Information
7) Attachment 7 – Xpress and Ride Gwinnett Onboard Equipment
8) Attachment 8 – 2022 ATL TAM Plan
9) Attachment 9 – ATL Fleet Plan
10) Attachment 10 – ATL Facility Plan
11) Attachment 11 – 2022 Ride Gwinnett TAM Plan
12) Attachment 12 – Preventive Maintenance Inspection (PMI) Plan
13) Attachment 13 – 49 USC Section 5333(b) Agreement (Formerly Section 13(c))
14) Attachment 14 – Contract Deliverables Requirement List
15) Attachment 15 – Maintenance Management Information System (MMIS)
16) Attachment 16 – Reporting Schedule