REQUEST FOR PROPOSALS
ATL SOLICITATION # 21-083

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

Schedule of Events

- Issue date: September 1, 2020
- Hosted site visit(s): September 19, 2020 (10:00 AM)
- Round 1 deadline for submitting questions: September 30, 2020 (2:00 PM)
- Posting of official answers: October 8, 2020
- Round 2 deadline for submitting questions: October 21, 2020 (2:00 PM)
- Posting of official answers: October 27, 2020
- Proposal due date: November 16, 2020 (2:00 PM)
- Oral presentations/interviews: November 30-Dec. 2, 2020 (TBA)
- Anticipated Notice of intent to award: December 10, 2020
- Anticipated Contract award: January 4, 2021
- Anticipated Service start date: July 1, 2021
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<td>ADA</td>
<td>Americans with Disabilities Act</td>
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<tr>
<td>AFC</td>
<td>Automated Fare Collection</td>
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<tr>
<td>APC</td>
<td>Automatic Passenger Counter</td>
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<tr>
<td>ASE</td>
<td>National Institute for Automotive Service Excellence</td>
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<tr>
<td>ASQ</td>
<td>American Society for Quality</td>
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<tr>
<td>ATL</td>
<td>Atlanta-region Transit Link Authority</td>
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<tr>
<td>AVL</td>
<td>Automated Vehicle Location</td>
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<td>AVM</td>
<td>Automatic Vehicle Health Monitoring</td>
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<tr>
<td>BAFO</td>
<td>Best and Final Offer</td>
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<tr>
<td>°C</td>
<td>Degrees Celsius</td>
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<tr>
<td>CAD</td>
<td>Computer Aided Dispatch</td>
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<tr>
<td>CDL</td>
<td>Commercial Driver/Operator’s License</td>
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<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
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<tr>
<td>COOP</td>
<td>Continuity of Operation Plan</td>
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<td>CM</td>
<td>Corrective Maintenance</td>
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<td>CMMS</td>
<td>Computerized Maintenance Management System</td>
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<td>CNG</td>
<td>Compressed Natural Gas</td>
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<td>Commercial Vehicle Safety Alliance</td>
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<td>Disadvantaged Business Enterprise</td>
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<td>Driver’s Control Console</td>
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<tr>
<td>DCU</td>
<td>Driver’s Control Unit</td>
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<td>DEF</td>
<td>Diesel Exhaust Fluid</td>
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<td>DOC</td>
<td>Diagnostic Optimized Connection</td>
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<td>DPF</td>
<td>Diesel Particulate Filter</td>
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<td>Dual Power Inverter Module</td>
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<td>DVIR</td>
<td>Driver Vehicle Inspection Report</td>
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<tr>
<td>DVR</td>
<td>Digital Video Recorder</td>
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<td>EAM</td>
<td>Enterprise Asset Management</td>
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<td>EEO</td>
<td>Equal Employment Opportunity</td>
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<td>EPA</td>
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<td>Description</td>
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<td>ESS</td>
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<td>Georgia Department of Transportation</td>
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<td>Global Positioning System</td>
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<td>Heating Ventilation and Air Conditioning</td>
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<tr>
<td>MARTA</td>
<td>Metropolitan Atlanta Rapid Transit Authority</td>
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<tr>
<td>MDT</td>
<td>Mobile Data Terminal</td>
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<tr>
<td>MPH</td>
<td>Miles Per Hour</td>
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<tr>
<td>MMBF</td>
<td>Mean Miles Between Failures</td>
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<td>NIGP</td>
<td>National Institute of Government Purchasing</td>
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<td>National Transit Database</td>
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<td>NTP</td>
<td>Notice to Proceed</td>
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<td>QA</td>
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<td>Description</td>
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<td>RFID</td>
<td>Radio Frequency Identification</td>
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<td>RFP</td>
<td>Request for Proposal</td>
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<td>SGR</td>
<td>State of Good Repair</td>
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<td>SMS</td>
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<td>Standard Operating Procedure</td>
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<td>USB</td>
<td>Universal Serial Bus</td>
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<td>VIN</td>
<td>Vehicle Identification Number</td>
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Definitions

**Agreement or Contract** means 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** – means an alternative component or process that meets or exceeds OEM standards submitted by the Contractor and approved by ATL and/or County.

**Business Day** means Monday through Friday excluding State-recognized holidays.

**Commuter Service** means the County’s commuter-focused fixed route bus transit service.

**Contractor** means the company that undertakes the Contract to perform Services for the County and ATL.

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

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

**Deadhead or Deadhead Hours** means 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** - means the County’s local fixed route transit service operating in Gwinnett County.

**Key Personnel** means the personnel that are listed in Section 3.6.2(A) of the RFP.

**Liquidated Damages** means 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 Contract.

**Microtransit** means a form of demand-response transit service that offers flexible routing and/or flexible scheduling.

**Minor Service Change** shall have the meaning assigned to it in the applicable Contract.

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

**North Facility** means 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** means both the North Facility and the South Facility.

**Operator** means a person who drives vehicles professionally for the Contractor.

**Paratransit** means 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** means the performance criteria that the Contractor is required to meet as set forth in Section 10 of the RFP, Performance Standards.
Preceding Contractor means the contractor providing transit operations and maintenance services for the ATL and County prior to the Contractor.

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

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

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

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

South Facility means 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 means the contractor chosen to provide transit operations and maintenance services to ATL and the County after the Contractor.

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

Vehicle Revenue Hour means the scheduled hours of service 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 means ATL’s commuter-focused fixed route express 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

(A) The Atlanta-region Transit Link Authority (ATL) along with the Gwinnett County Board of Commissioners requests competitive sealed proposals from qualified firms to provide Transit System Operations and Maintenance Services. ATL services currently consist of Xpress (25 commuter routes operated from its North and South Facilities). The County (Gwinnett County Transit) system services consist of Commuter Service (four (4) commuter fixed routes, one (1) reverse commute fixed route) and seven (7) Fixed Route Local routes with complementary ADA Paratransit service. It is ATL’s and the County’s intent to retain one contractor to operate, maintain and administer all contractor-identified services in this RFP, such that nothing remains to be purchased, provided or supplied by ATL or the County, other than existing ATL or County-owned Revenue Vehicles, equipment listed, or other items as listed throughout this RFP.

(B) ATL and the County will contract with the Successful Proposer individually. However, ATL and the County have agreed to work cooperatively with the Contractor to ensure the Contractor can leverage the benefits for both services to maximum advantage. This may include, but is not limited to, utilizing common maintenance and operations bases, utilizing overlapping personnel in ATL Xpress and County services, centralizing overhead functions such as overall management staff, create single efforts to recruit and then train Operators and mechanics, joint use of safety and training expertise and resources and operations supervision, create efficiencies in parts inventories, fuel purchase and inventory, and other aspects of the Contract to gain the maximum degree of cost effectiveness and reduce duplication. ATL and the County are interested in how the Contractor will approach this unique arrangement and are also interested in gaining the Contractor’s insights into gaining maximum advantage from this cooperative effort.

(C) The Scope of Work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, Services and incidentals required to deliver the Scope of Work beginning with Section 5 and to also include Sections 3.6, of this RFP.

(D) The Services to be performed correspond to the following National Institute of Government Purchasing (NIGP) general commodity code #958, Management and Operation Services, and NIGP specific commodity code #95891, Transit Management Services.

(E) 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 Budget

(A) ATL has estimated that its budgetary need for delivery of the Scope of Work for Xpress, inclusive of all renewal options available, is $13 million for the first year. For the year beginning June 2019 through July 2020, the County had budgeted $18,570,000 for their transit operations and maintenance services scope of work. Neither ATL nor the County estimated budgetary amounts include the Contractor’s North Facility lease obligations. The estimated budgeted amounts are provided as a guideline to aid the Proposer with developing a complete and innovative proposal while understanding the economic limitations and is not a guarantee of future funding levels. Irrespective of this estimate, Proposers must submit a proposal which conforms to all requirements as outlined in the Scope of Services.

1.3 Type and Term of Contract

(A) 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.

(B) 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.

(C) 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.

1.4 Federal Participation in Contract

(A) 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.

1.5 Solicitation Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue date</td>
<td>September 1, 2020</td>
</tr>
<tr>
<td>Hosted site visit(s)</td>
<td>September 19, 2020 (10:00 AM)</td>
</tr>
<tr>
<td>Round 1 deadline for submitting questions</td>
<td>September 30, 2020 (2:00 PM)</td>
</tr>
<tr>
<td>Posting of official answers</td>
<td>October 8, 2020</td>
</tr>
<tr>
<td>Round 2 deadline for submitting questions</td>
<td>October 21, 2020 (2:00 PM)</td>
</tr>
<tr>
<td>Posting of official answers</td>
<td>October 27, 2020</td>
</tr>
<tr>
<td>Proposal due date</td>
<td>November 16, 2020 (2:00 PM)</td>
</tr>
<tr>
<td>Oral presentations/interviews</td>
<td>Nov. 30-Dec. 2, 2020 (TBA)</td>
</tr>
<tr>
<td>Anticipated Notice of intent to award</td>
<td>December 10, 2020</td>
</tr>
<tr>
<td>Anticipated Contract award</td>
<td>January 4, 2021</td>
</tr>
<tr>
<td>Anticipated Service start date</td>
<td>July 1, 2021</td>
</tr>
</tbody>
</table>

(A) The times contained throughout this solicitation represent local Atlanta time.

(B) Proposals submitted in response to ATL Solicitation No. 21-083 must be received no later than 2:00 PM on November 16, 2020 to ensure that they are evaluated for contract award by the Evaluation Committee for this procurement. Proposals received after the deadline will not be evaluated.
1.6 Restrictions on Communications with ATL and the County

(A) 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. 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.

(B) 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

(A) 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:

Richard Sawyer, Issuing Officer
Atlanta-region Transit Link Authority
245 Peachtree Center Avenue NE
Suite 2200
Atlanta, GA 30303
Email: rsawyer@srtta.ga.gov

1.8 Hosted Site Visits

(A) All prospective Proposers are invited to attend the Hosted Site Visits, which will be held on September 19th, 2020, 10:00 AM EST, which will convene at the South Operations and Maintenance Facility, located at 5250 Frontage Road, Forest Park, GA, 30297. The tour of the South Facility will end at 11:30 AM, and the tour of the North Facility will convene at 1:30 PM, ending at 3:00 PM. The North Operations and Maintenance Facility is located at 2880 Remington Park Court, Norcross, GA 30071. All interested proposers must check the ATL website for changes to the times or other changes. While attendance is not mandatory, it is highly encouraged. However, only one or two (at most) representatives from interested firms are suggested to attend, due to COVID-19 precautions. Disadvantaged Business Enterprise (DBE), small and minority and woman-owned businesses, are encouraged to attend the Hosted Site Visits to learn about the procurement and to network with potential prime contractors and subcontractors.

2 Solicitation Terms and Conditions/Instruction to Proposers

2.1 Deadline for Submission of Proposals/Late Proposals

(B) Proposals submitted in response to ATL Solicitation No. 21-083 must be received by ATL no later than 2:00 p.m. (EST) on November 16, 2020 to ensure that they are evaluated for Contract award by the Evaluation Committee for this procurement. Proposals received after the submission deadline will not be evaluated.
2.2 Format of Proposals

(A) Each Proposer shall submit fourteen (14) copies of its Technical Proposal, inclusive of one (1) original and thirteen (13) identical paper copies, and two (2) electronic copies on secure USB flash drives (Kingston Data Traveler Vault Privacy 3.0 or latest revision secure flash drives). The Technical Proposal shall consist of all offer documents and supporting documentation requested in the RFP (“Technical Proposal”), excluding Attachment 3 Offer Document #21-Price Proposal which shall be separately sealed. The Technical Proposal shall be submitted in a sealed envelope and clearly marked “Technical Proposal” with the Proposer name, ATL Solicitation Number and Proposal Submission Deadline on the exterior of the envelope. The “original” paper copy of the Technical Proposal must be unbound. The secure USB drives shall contain electronic file copies of all complete, signed Offer Documents that are submitted in paper copy format.

(B) Each Proposer shall submit fourteen (14) copies of its Offer Document-Price Proposal in Excel format, inclusive of one (1) signed original and thirteen (13) identical paper copies, and two (2) electronic copies, on secure USB flash drives (Kingston Data Traveler Vault Privacy 3.0 or latest revision secure flash drives) in a separate sealed envelope clearly marked as “Price Proposal” with the Proposer name, ATL Solicitation Number and Proposal Submission Deadline on the exterior of the envelope. Pricing must be submitted in a separate sealed envelope.

(C) Both the Technical Proposal and the separate Price Proposal must be submitted to the Issuing Officer by the Proposal Submission Deadline in order for the Proposer’s submission to be eligible for evaluation and consideration for Contract award. All paper copies must be clearly marked as being either “Original” or “Copy” as applicable. Electronic copies, submitted on secure USB drives, must be submitted in searchable Portable Document Format (PDF), Microsoft Word, and/or Microsoft Excel formats, as applicable. In the event of a discrepancy between a hard copy and electronic versions, the Original hardcopy version will govern.

(D) If a Proposer submits an affidavit referred to in Section 2.7 (Confidential/Proprietary Information), one (1) separate electronic copy in searchable PDF format on one or more secure USB flash drives of its proposal labeled "ATL Solicitation No. 21-083: [Proposer Name] [Copy of Non-Confidential Portion of Proposal]" that excludes any records attached to such affidavit with no file to exceed 50MB.

(E) All proposals must be prepared and submitted in accordance with the proposal format and content requirements specified in Sections 2, 3, 18, and 19. The included required forms may be completed by using the free Adobe Reader software available at http://get.adobe.com/reader/. Proposals must be in English and all pricing must be provided in US dollars and exclude federal excise taxes as well as any applicable state of local sales and use taxes.

(F) ATL and the County is exempt from Federal excise taxes; no payment will be made for any taxes levied on Proposer’s employee’s wages. ATL and the County is also exempt from State of Georgia and local sales and use taxes. ATL and the County shall furnish tax exemption certificates, upon request, to the successful Proposer.

(G) 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.
2.3 Location for Submission of Proposals/Methods of Delivery

(A) Proposals must be submitted exclusively to the Issuing Officer at the address noted in Section 1.7. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to ATL by the specified date and time. ATL is not responsible for late or lost deliveries of proposals, for whatever reason.

(B) Proposals that are submitted by hand delivery or delivery by U.S. Postal Service or private courier/delivery service must be delivered to the administrative office located at 245 Peachtree Center Avenue, Suite 2200, Atlanta, GA 30303. The ATL’s physical address and mailing address are the same.

(C) All envelopes, packages, and/or boxes (including all envelopes, packages, and/or boxes, and secure USB drives, submitted within a larger envelope, package, or box) must be clearly marked with the following identifier on the outside of the envelope, package or box:

“Proposal in response to ATL Solicitation No. 21-083:
RFP for Transit Operation and Maintenance Services – November 16, 2020  2:00 p.m. (EST)
ATTN: Richard Sawyer, Issuing Officer
To be opened by addressee only.”

(D) Failure to clearly mark all envelopes, packages, and/or boxes as specified may result in the proposal being discovered and/or opened late. ATL is not responsible for proposals discovered and/or opened late due to Proposer’s failure to mark the proposal as specified. Proposals received after the Proposal Submission Deadline, due to late delivery or late discovery due to Proposer’s failure to mark the proposal as specified, may result in the ATL disqualifying the proposal from consideration for Contract award.

2.4 Questions

(A) Questions regarding the RFP must be submitted in writing, defined as being received via letter on official firm/agency letterhead or by electronic mail in accordance with the Section 1.5 Solicitation Schedule. Written questions must be submitted to the attention of the Issuing Officer, in accordance with Section 1.7 above.

(B) The final Contracts that ATL and the County expect to award as a result of this RFP are referred to in Sections 11 and 12 and attached hereto as Attachment 6 and Attachment 7 to this RFP. Therefore, all costs associated with complying with the requirements of the Contract shall be included in any pricing submitted by the Proposer.

(C) Please review the Contracts 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.

(D) Should there be any changes made to the Contracts as a result of requests received, the ATL shall post a Final Contract via formal addendum to the RFP. Absent the issuance of a formal addendum containing a Final Contract, Proposers should plan on the Contract terms and conditions as attached hereto as Attachment 6 and Attachment 7.

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

(A) 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 PRIOR TO SUBMISSION. It is the sole responsibility of each potential Proposer to check the ATL and Georgia Procurement Registry websites daily for addenda.

(B) 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.

(C) Proposers shall acknowledge receipt of all addenda by completing and submitting Offer Document #3 (Acknowledgement of Addenda to RFP), included as Offer Document #3 in Attachment 2 of this RFP and described in Section 3.3, as part of its proposal. As with other required documentation, proposals that fail to reference receipt of addenda by inclusion of Offer Document #3 (Acknowledgement of Addenda to RFP) may be excluded from consideration for a contract award.

2.6 Single Response to the Solicitation

(A) 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

(A) 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.

(B) 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.

(C) 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, 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.

(D) 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.

(E) 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.

(F) 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

(A) 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 prior to 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 prior to 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
(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.

(B) This RFP does not commit ATL or the County to enter into the Contract 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.

(C) 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.

(D) 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.

(E) 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.

(F) 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

(A) ATL’s protest policy shall govern this solicitation, and it can be found at: https://atltransit.ga.gov/doing-business-with-atl/

2.10 Disadvantaged Business Enterprise (DBE) Participation

(A) 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.

(B) ATL’s overall agency goal for participation by DBEs in its federally funded contracts awarded between October 1, 2019 and September 30, 2022 is 9.62% and ATL has established the same participation level (9.62%) as the agency goal for this Contract. The County has a DBE goal of 6.71% for this Contract. Additional Contract requirements related to participation by DBEs are specified in Attachment 6 and Attachment 7 – Contracts of this RFP.

(C) 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.

(D) 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 submission.

(E) To access the Georgia DOT DBE Directory, please visit: http://www.dot.ga.gov/PS/Business/DBE and click on the Directories tab at bottom of web page.

(F) The status of a company as a Disadvantaged Business Enterprise 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.

(G) 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

(A) 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. It is the intention of the ATL and the County to create a level playing field on which Small Businesses can compete fairly for contracts and subcontracts relating to its construction, procurement and professional services activities in compliance with the requirement of 49 CFR 26.39.

2.12 Ethical Standards

(A) 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.

(B) ATL employees are also bound by the Georgia Governor’s Executive Order, dated January 14, 2019, 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.

(C) 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 ADA Guidelines

(A) 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 Hosted site visits.

2.14 Contractual Relationships

(A) ATL and the County, individually, intend to execute the Contracts, included as Attachment 6 and Attachment 7 to this RFP. 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.

2.15 Proposal Withdrawal and/or Revision Following Submission

(A) A submitted proposal may be withdrawn and changes to a submitted proposal can be made prior to the Proposal Submission Deadline. In the event a Proposer notes an error or omission in its response which was overlooked prior to 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.

2.16 Proposer Conflicts of Interest

(A) 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.

(B) 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.

(C) 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.

(D) Failure to comply with the requirements in this Section 2.16 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.

(E) 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.

2.17 Contractual Provisions

(A) The Contracts to be executed between the selected Contractor and ATL, and the County and Contractor have been included in Attachment 6 and Attachment 7, respectively, to this RFP. Where the two agreements conflict, the conflicting language shall be resolved prior to 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.

2.18 Registered Lobbyists

(A) 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.

2.19 Responsibility for Compliance with Legal Requirements

(A) 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.

2.20 Conditional Proposals

(A) 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.

2.21 Period that Proposals Remain Valid

(A) 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.

(B) 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.

(C) 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.

2.22 ATL and the County’s Right to Request Additional Information-Contractor Responsibility

(A) Prior to 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.

2.23 Sales and Use Taxes

(A) 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.
2.24 Proposal Preparation Costs

(A) 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 Hosted site visits 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.

2.25 Placeholders

(A) 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]."

2.26 No Geographic Preference

(A) 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.

2.27 Modification of Proposals

(A) Except at the written request of ATL, no proposal may be modified after the deadline for proposal submission identified in Section 1.5 above.

3 Contents of a Complete Proposal

(A) 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. 21-083, 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

(A) 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.

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

(C) Blank checklist form is attached in Attachment 2 as Offer Document #1 of this RFP.

3.2 Proposal Letter

(A) This document summarizes the acknowledgements and representations made by and agreed to by the Proposer with regard to its proposal.
3.3 Acknowledgement of Addenda to RFP

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

(B) If no addenda to the RFP were issued by the ATL, Proposer must still complete the form and include it in its proposal.

(C) Blank form is attached in Attachment 2 as Offer Document #3 of this RFP.

3.4 Proposer Information Form

(A) This document summarizes key information about the Proposer for the ATL’s assistance and reference during evaluation of the proposals including:

1. Contact Information for Proposer
2. Corporate information
3. List of references for whom Proposer has performed similar services in the past five years

(B) ATL will contact the references listed on this document as part of its evaluation of proposals.

(C) If Proposer is a certified DBE, proof of DBE certification must accompany this document.

(D) This document must be fully completed, signed, and submitted with the proposal.

(E) Blank form is attached in Attachment 2 as Offer Document #4 of this RFP.

3.5 Proposer Certifications

(A) This document certifies that the proposal, as provided by the Proposer, will meet or exceed the requirements of the RFP.

(B) This document must be fully completed, signed, and submitted with the proposal.

(C) Blank form is attached in Attachment 2 as Offer Document #5 of this RFP.

3.6 Technical Proposal

(A) 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. This narrative description shall include the appropriate use of headings and subheadings numbered as follows, and that address, at minimum the following elements:

3.6.1 Qualifications and Experience of Proposer

(A) Proposer shall detail their ability to perform the scope of services set forth in this RFP, which shall include a description of the proposer’s operations and maintenance capability and its methods and resources to perform the Services described in this RFP. At a minimum the Proposer shall provide:

1. Overview of the proposer’s firm/team qualifications and experience in providing commuter, local fixed route, complementary ADA paratransit services, and micro-transit services similar to those
required in this RFP and the number of years firm/team has provided these types of public transit services; the firm (must have five (5) or more years of recent (within the last 7 years) and relevant experience in providing regularly scheduled, commuter route, local fixed route, complementary ADA paratransit public transit revenue vehicle service, and microtransit services similar in scope, size and complexity to the work to be performed.

(2) Overview of firm’s philosophy, policies and methods to provide superior service delivery and ensure quality, safe, cost efficient, and customer-oriented service.

(3) List three most recent contracts of similar size and scope, public and private, for which the Proposer has performed/ or is currently performing commuter, local fixed route, complementary ADA paratransit, or microtransit services. For each contract listed, Proposer shall include the following information:
   (a) Name and telephone number of client contact
   (b) Describe the transportation services provided, including the size of the service
   (c) Length of contract and contract price
   (d) Current status of the contract, e.g. active, expired, or terminated
   (e) Whether performing service as a prime or subcontractor

3.6.2 Qualifications and Experience of Key Personnel

(A) **Key Personnel** include the General Manager(s), Operations Manager(s), Paratransit Manager, Microtransit Manager, Safety Manager(s), Training Manager(s), Quality Manager(s), Maintenance Manager(s), Customer Service Managers. The Operations Managers shall have qualifications and experience in managing the service types described in this RFP. The Maintenance Managers shall have qualifications and experience with a transit system utilizing commuter revenue vehicles, fixed route local transit revenue vehicles, paratransit and microtransit vehicles. Proposer shall provide a narrative response that address, at minimum, the following elements:

   (1) Proposed management structure, including an organizational chart, and identify Key Personnel. Identify the responsible functional area(s) of each position including, but not limited to, position(s) responsible for overseeing compliance with federal requirements, training, safety, security, customer service, operations, and maintenance.

   (2) Adequacy of personnel with requisite disciplines, experience, licenses, skills, and certifications to complete the Contract as required and satisfy any maintenance, operational, or service problems that may arise during the term of the Contract shall be demonstrated.

   (3) Key Personnel’s relevant, direct experience managing at their proposed level at a property similar in scope, size, and complexity to the Services being proposed. Commuter public transit experience is preferred for all Key Personnel directly working with the Xpress and the County’s Commuter system. Paratransit service will require dedicated full-time Key Personnel with specific paratransit operations experience. Microtransit Key Personnel must have experience with on-demand service in support of paratransit and public transit. All Key Personnel must be assigned to this project on a full-time basis.

   (4) Key Personnel and all supervisors shall complete or already be certified in the National Incident Management Systems training program within the first year of contract award and/or their first
year of assignment to ATL and/or the County. The Contractor shall include in Key Personnel and supervisor resumes certificates of successful completion of (ICS) classes 100, 200, and 300.

(5) Include resumes for Key Personnel that detail their qualifications for their respective positions. Resumes should indicate education, background, recent relevant experience (including location), accomplishments, and work references with current telephone numbers, and if applicable the record of the project team in working together on similar assignments. Safety, Training, Commuter Service, Fixed Route Local, Paratransit, Microtransit, Quality, and Maintenance managers shall hold, or obtain within 12 months of hire, a valid CDL license, medical card (self-certification), and endorsements required to operate all equipment in the fleet. Exceptions can be made only at SRTA and the County’s discretion.

(6) Description of how Proposer will support the General Manager’s Efforts, specifically the resources and services that your firm will provide at no extra charge as part of the Contract.

(7) Acknowledgement of Key Personnel required ADA and Title VI experience and Title VI complaint investigation training. The Proposer shall include details in the Key Personnel’s resumes.

(8) Acknowledgement of requirement for a minimum of two (2) Key Personnel with at least three (3) years of documented NTD reporting experience including proven report preparation and form completion experience. The Proposer shall include details in the Key Personnel’s resume.

3.6.3 Approach to Providing Services

(A) Understanding of Requirements. Provide a statement demonstrating a clear understanding of the Services and support required by this RFP of the Contractor for each service type.

(B) Description of Basic Approach. Provide a brief summary of how the proposer intends systematically to fulfill the Contractor’s requirements outlined in this RFP as well as the proposed approach to meet each specific Contractor responsibility.

(C) Innovative Measures. Provide a summary with examples of how a Contractor will bring innovative measures to improve the customer experience, improve fleet reliability, improve employee retention, control and reduce operations and maintenance costs at no additional cost to ATL and the County. Provide examples where the Proposer has implemented similar innovative procedures including pre and post implementation key performance indicators.

(D) Value Added Service. Proposers shall provide a description of how the Contractor would provide ‘value added services’ to enhance the customer experience and improve efficiencies and how the effectiveness of the proposed ‘value added services’ would be measured.

(E) The Contractor will perform all transit services required by the Contract according to the performance standards set forth in this RFP. As part of the Contractor’s proposal, the Contractor should outline the specific actions it intends to take to meet all the standards provided herein. The specific actions outlined in the Contractor’s proposal will be one of the criteria used to evaluate and rank the proposals. Proposals that do not contain details regarding the Contractor’s approach to meeting or exceeding each of the performance standards identified throughout this RFP including Sections 5.2.3.3, Section 10, and outlined herein will not be considered.

(F) Operations. Describe proposed implementation of all major activities to be performed during operation of Xpress, and the County’s Commuter Service, Fixed Route Local, Paratransit and Microtransit services. At a minimum, the description should include:
(1) **For Xpress, the County’s Commuter Service, Fixed Route Local, Paratransit and Microtransit programs**, outline the methodology that the proposer will use to ensure quality control of the on-street operation, including major transfer points, scheduled timepoints, park and ride lots, and MARTA rail stations. This is to include on-time performance, Operators’ adherence to operating plan, rules and regulations, and resolution of on-street issues (e.g., maintenance vehicle exchanges, use of extra vehicles to minimize loss of service, ADA requirements, accidents, and customer service).

(2) **Provide proposed schedules** for dispatching and supervision at the North Facility and the South Facility for ATL Xpress, the County’s Commuter Service, Fixed Route Local, Paratransit and Microtransit programs and discuss how these activities will be maintained during all service hours.

(3) **Provide plans** for responding to failures in service and other occurrences that may impact service along with procedures for minimizing the impact of service interruptions.

(4) **Describe** Street Supervisors’ responsibilities, staffing levels and assignments, procedures, and data collection and/or processes regarding observation of Operator performance (particularly new Operators and Operators on new route assignments), on-time performance, ride checks, detours and special services.

(5) **The Paratransit component** must specifically identify strategies to be employed for addressing service quality, efficiency and improving productivity. Provide a detailed Paratransit operations plan. Describe the proposed methods for Paratransit reservations and scheduling. Indicate how the following information will be captured and reported:

   (a) Revenue hours
   (b) Revenue miles
   (c) Passenger trips
   (d) Passenger trip information (including, but not limited to, passenger name and identification number, origin and destination, pick-up and drop-off time, and mileage)
   (e) No shows
   (f) Missed Trips (as defined in Section 5.2.3.3)
   (g) Trip denials
   (h) Excessively long Trips
   (i) Reservation Hold Times
   (j) Call Abandonment Rate
   (k) Average length of time to service call

   (G) **The Proposer shall** analyze the RFP Specifications and Paratransit data in Section 14 and Attachment 9, then provide suggestions for Paratransit operations and maintenance cost reduction and service improvement. Included in this analysis should be the use of microtransit and/or subcontracted taxi/ride-sharing services when applicable.

   (H) **Discuss** how the Paratransit certification review process and the recertification process will be handled.
(I) **Proposer shall submit** with its proposal documentation their data collection and software systems shall fully interface with the County and ATL reporting and data systems. Section 6 and Section 13 provide minimum report requirements for the Contractor. The selected Contractor shall ensure that the system data and reports are in formats that can accessed and read by ATL and the County or its designee at any time utilizing standard MS Office software.

(1) The County utilizes TransTrack. It is the expectation that the chosen Contractor will facilitate coordination with its own systems and TransTrack.

(J) **Submit** report samples and forms addressing all aspects of the operations, including, but not limited to, monitoring of Operators’ performance and daily commuter Trip boarding counts. A full list of required reports is located in Section 6 and Section 13.

(K) **The County recently completed a successful six-month Microtransit Pilot Program in the Snellville community and is working towards redeploying that service during the term of the Contract. The exact implementation date is still to be determined.** The County is providing Microtransit Pilot data as Attachment 10. Proposers shall provide a Microtransit Service plan building off the successes of the pilot program for service in the Snellville and Buford communities. At a minimum, the Microtransit provider shall:

(1) Meet the requirements of FTA circulars 4710.1 and C4702.1B
(2) Provide full time Key Personnel with Microtransit Operations experience
(3) Provide same Day on-demand service
(4) Maintain smartphone APP based real time scheduling
(5) Maintain all technology including on-vehicle and scheduling; and provide office hardware
(6) Provide a plan for connections to transit hubs
(7) Maintain all County provided vehicles
(8) Maintain Wi-Fi in all vehicles for customer use
(9) Paint and apply County approved signage and branding to all vehicles
(10) Provide and train a dedicated staff
(11) Provide reports compatible with the County’s TransTrack system. The Proposer shall provide all required NTD data.

(L) **Senior Transportation Services. The County may incorporate Senior Transportation Services during the term of the Contract.** The Proposer shall provide a plan to provide new Senior Transportation Services for the County’s service area in the event the County choses to provide these services. The Proposer’s plan shall also detail their approach, equipment and staff requirements, and cost/benefit analysis.

(M) **Security.** Describe the proposed Security Program, for assuring safe transit operations and compliance with federal and state laws and regulations. At minimum, the Proposer shall include:

(1) Provide details of how the Proposer’s Security plan meets the requirements of Section 5.16.
(2) Describe the proposed Security Program, for assuring the security of State-owned, County-owned and Contractor property as well as that of patrons (e.g., patron vehicles). The Security Program should include revenue vehicles and equipment, fare revenues and fare media, the County’s park
and ride lots, the Gwinnett Transit Center, North and South Facilities including access control, and the County’s customer service facility. ATL currently provides security services at five of its owned park and ride lots. ATL will continue to provide security services at selected ATL park and ride lots. ATL reserves the right to have the Contractor provide security service and ground maintenance service at the ATL owned and/or leased park and lots during the term of this Contract. The Contractor shall be responsible for providing security services at the South Facility during non-service hours and on holidays and weekends.

(3) Provide a cyber security plan including methodology and resources to be utilized locally or from remote locations for the protection of ATL, the County, and the Contractor’s assets used/operated by the Contractor as part of providing Operations and Maintenance services.

(N) **Customer Service.** Describe the proposed Customer Service Program in line with Section 5.8 of this RFP. ATL Xpress will continue to operate its own call center but will need the coordination of the Contractor for customer service investigations and responses to complaints and inquiries. At a minimum the Proposer shall include:

(1) Description of methodology for responses to customer inquiries and concerns, tracking and reporting concerns, and developing corrective actions based on feedback.

(2) Explain how the customer service program will be monitored to ensure that the delivery of customer service is of the highest quality.

(3) Provide sample Key Performance Indicators demonstrating how the Contractor would ensure their Customer Service shall meet and/or exceed the requirements of this RFP.

(4) Provide Training overview per the requirements of Section 5.10.7 and Section 5.10.9

(O) **Vehicle Maintenance.** Describe the proposer’s comprehensive maintenance program that shall meet and/or exceed ATL and the County, and OEM requirements. The plan must include, at a minimum, the following components: the preventive maintenance program, vehicle repairs, equipment repairs (e.g., seats, fare collection equipment, etc.), air conditioning and heating maintenance repair, Operator Vehicle Inspection Report follow up, specialized equipment program, parts inventory, record keeping accounting system and warranties. At a minimum, this description should include:

(1) Proposed automated maintenance management information system for the County. Describe who owns the software, when it was developed, and where it presently is in use.

   (a) ATL is in the process of procuring an Enterprise Management System software solution which will include work order, warranty, preventive maintenance, and parts inventory management modules. When the system is implemented, the Contractor will be required to use the software for all maintenance activities on ATL owned assets.

(2) Confirmation the Proposer’s maintenance management software system is fully compatible with, and fully interfaces with, County’s TransTrack and ATL’s, EAMS, Clever Devices incident management, and Tableau data reporting and business intelligence systems.

(3) The proposed preventive maintenance program, including levels of inspections, intervals, and the types of inspections and/or components serviced at each interval.

   (a) Provide preventative maintenance inspection plan for vehicles and technology in line with OEM, ATL, County, and this RFP requirements.
(4) Description of the proposed pre-inspection and post-Trip inspection process and how Operator-reported defects will be handled prior to vehicles being returned to service.

(5) Description of road call procedures and other unscheduled maintenance repairs and/or services. In addition, specifically describe procedures for handling Commuter Service Revenue Vehicle road calls and avoiding service delays for Commuter Service in downtown Atlanta.

(6) Describe which preventive and other maintenance activities will be performed in-house and which will be contracted out.

(7) Inventory levels and control, scheduled and unscheduled repair items, air conditioning and wheelchair lift parts and materials, method of control, proposed inventory level (in dollars) at each Facility, and whether the parts will be supplied by original equipment manufacturers or aftermarket suppliers. ATL and the County reserve 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.

(8) ATL has recently received new MCI revenue vehicles. Describe the procedures that will be instituted for acceptance inspections, tracking warranty repairs, trends and warranty reimbursement. The process shall apply to any new vehicle purchase by ATL or the County during the life of this Contract.

(9) In the event new revenue vehicles are procured, other existing revenue vehicles may need to be retired. Describe the procedures for revenue vehicle decommissioning and how the added decommissioning tasks would be performed so as to not interfere with existing fleet maintenance operations.

(10) During the term of the Contract, vehicles may undergo a midlife overhaul. Describe the approach to departure, incoming, and acceptance inspections, warranty tracking and recovery. Propose methods to ensure vehicle pullout requirements are met with reduced vehicle availability during the overhaul program.

(11) Describe the approach and provide examples of component warranty tracking and warranty recovery.

(12) Describe the approach and provide examples of vehicle extended warranty tracking and warranty recovery including engines, transmissions, and HVAC systems.

(13) Describe the approach and timeline for monitoring and repairing accident damage. Do you intend to perform body repairs or sublet them?

(14) Describe the procedures to ensure quality control and quality assurance of the maintenance program, including ensuring follow-up of defects and trend analysis.

(P) **Technology.** ATL and County require a prompt response to technology failures by the Contractor. Proposers shall provide details of their qualifications and experience effecting service and repairs to CAD/AVL, radio systems, APC, camera, fare collection systems, destination signs, radio, annunciator systems, Wi-Fi, router and other ITS technologies. The Contractor shall outline their Preventative Maintenance Program for technology systems.

(Q) **Servicing and Cleaning.**

(1) Describe the daily fueling procedures.

(2) Describe the plan for daily and periodic detailed cleaning, COVID-19 cleaning and disinfecting, together with a checklist for each type of cleaning and servicing. The plan should address graffiti
removal and should delineate how the appearance of the revenue vehicle fleet will be maintained.

(R) Revenue Collection, Reconciliation and Deposit.

1. Describe the plan for County daily fare collection, counting, reconciliation of passenger fares, ticket and pass revenue, and revenue deposits, including a specific identification of procedures to ensure the proper safeguarding and reporting of fares.

   a. Ticket Vending Machines (TVM) may be installed during the term of the Contract. The plan shall include TVM reconciliation procedures.

2. Describe the plan for the Contractor to provide ATL fare collection, counting, reconciliation of passenger fares, pass revenue and revenue deposits for the Xpress system including a specific identification of procedures to ensure the proper safeguarding and reporting of fares.

3. The North Facility contains separate vault and farebox probing systems for ATL and County vehicles. Describe the plan and procedures that will ensure vehicles are probed by the appropriate equipment.

4. ATL and County require fareboxes must be working on all in-service equipment. Proposer’s shall detail their plan to adhere to 100% in-service vehicle farebox operation.

5. Describe the proposed procedures and methods for revenue transportation and deposit into County and ATL bank accounts.

6. Provide the Proposer’s procedures and methods to reduce fare evasion.

(S) Non-Vehicle Maintenance (i.e., Facilities and Equipment) Describe the approach proposed to perform all non-vehicle maintenance activities, including those associated with the ATL and County operations & maintenance facilities, diesel fueling facilities and equipment, revenue vehicle wash, County operated park & ride lots, the Gwinnett Transit Center, revenue vehicle stops, and other equipment. At a minimum, the description should include:

1. Description of the maintenance and cleaning procedures and schedule for cleaning and upkeep/maintenance of North Facility, South Facility, and all Passenger Facilities, and the proposed plan for preventive maintenance of diesel fueling equipment, vehicle lifts (and inspections), shop equipment (including annual inspection and certifications as required), facilities (buildings and infrastructure) and revenue vehicle wash equipment.

2. Description of the maintenance procedures for the County operated park & ride lots and the Gwinnett Transit Center, including lot attendants at the Sugarloaf Mills, I-985 and Indian Trail park & ride lots.

3. Description of the procedures for the County Fixed Route Local service Revenue Vehicle stop cleaning and maintenance, including a discussion of how the Revenue Vehicle stops will be monitored.

4. Shall include procedures that address all state, local, OSHA, and EPA regulations for facility maintenance including hazmat and bulk fluid storage and disposal.

5. A sample of proposed non-vehicle maintenance record format.

   Note: ATL will not require the Contractor to perform Grounds Maintenance services for their leased park and ride lots.
(T) **Records and Reports.** The Contractor is required to provide a data collection and reporting system that fully integrates with the County’s Avail CAD/AVL system and TransTrack reporting software, as well as ATL’s Clever Devices CAD/AVL system and Tableau-based revenue vehicle business intelligence environment. Data collection and reporting must fully support continuous improvement and oversight efforts regarding operational performance, incident management, ridership tracking, maintenance management, and asset management. The Proposer shall:

1. Define the proposer’s records and reporting program that encompasses all aspects of the operation and meets ATL and the County requirements.

2. Provide a detailed description of how the Federal National Transit Database (NTD) reporting program will be implemented and maintained for each agency and service type.

3. Describe process for developing and keeping current a complete set of written Standard Operating Procedures (SOPs) for ATL and the County’s transit system including, but not limited to, administration (including safety, facility security, farebox revenue security, risk management, reporting), operations (normal and emergency, customer service), vehicle maintenance, failures in service and road call response procedures, radio use protocol, COVID-19 related cleaning procedures, and facilities/equipment maintenance. The proposed process shall also address transmitting current SOPs to ATL and the County’s Department of Transportation. The Contractor shall provide preliminary draft Standard Operating Procedures during the Pre-transfer Meeting (Section 8.1.2) with a final draft due to the County and ATL during the Initial Turnover Meeting (Contract Award) per Section 8.1.3.

4. Provide a detailed description of how service reports will be analyzed to provide improvements to the customer experience, safety, fleet reliability, asset management, and employee training/qualifications.

5. Describe how data and reporting will be used to communicate to ATL and the County regarding the effectiveness and shortcomings of efforts the Contractor undertakes to improve the service.

(U) **Personnel**

1. Expanding on the management organization provided in Section 3.6.2, provide a personnel organizational chart and overall staffing plan overall and the set-up for North Facility and South Facility, indicating organizational structure, number of management positions, staff employee positions by division, Key Personnel, administrative staff, full-time or part-time status of each employee, salary, and benefit schedules for each employee classification. The staffing plan shall list all positions including, Key Personnel, management, administrative, supervisory, maintenance, operations, and support staff based at North and South Facilities. The staffing plan should include job classification descriptions including a description of the skills and experience required of each classification. Additional personnel, if any, who will be required on a subcontract or consultant basis must be identified as well. Indicate the technical areas, character, and extent of subcontract or consultant activity; specify and qualify anticipated sources.

2. The Personnel plan shall include the Proposer’s Human Resources policies and procedures including hiring, promotion, discipline, termination; written employee conduct and performance standards.

3. ATL and the County require a strong supervision component that provides adequate street supervision at all times while revenue vehicles are operating. ATL and the County require supervisory coverage during peak PM periods at the downtown location to assist with Commuter
Service and Xpress service customer related issues, accidents, detours, etc. Describe the process that will ensure that adequate geographic coverage is provided, for both ATL Xpress, County Commuter Service, Fixed Route Local, and Paratransit services throughout the service area, with assurances that there will be a prompt response to accident investigation or service incidents as soon as possible, but no longer than a 30-minute timeframe.

(4) Describe the initial and on-going Training Program for Key Personnel, Operators, dispatchers, supervisors, customer service representatives, and vehicle maintenance staff (including mechanics, hostlers, electronic technicians, etc.). This description should include the steps to be taken to improve employee skills, enhance service quality, promote safety in the performance of work, and shall include schedules showing the number of hours and types of training to be provided. Included shall be the Contractor’s method for evaluating Operators including the process of addressing Operators who, following training, have problems maintaining schedule, getting lost, and unable to able to identify/recall revenue vehicle stop locations.

(5) Describe the Employee Incentive Program for enhancing and rewarding quality employee performance and promoting stability in the work force. The proposer should demonstrate the ability to provide and retain a sufficient number of qualified staff to operate and maintain the Services required, specifically describing methods used to retain employees and reduce/control turnover.

(6) Provide an Equal Employment Opportunity (EEO) Program, including an Affirmative Action Plan, in compliance with federal law, that includes persons with disabilities and disabled veterans.

(V) Proposed Transition

(1) Proposers should submit a time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the Contract award through the first sixty (60) Days of system operations under the Contract. The time schedule must provide for the full transition to the new Contract effective July 1, 2021. The time schedule shall coincide with Section 8 of this RFP.

(2) Proposers shall provide their recommendations for a communication plan. The communications plan shall be used by the Contractor, ATL, and the County to facilitate clear and concise communication and avoid misunderstandings.

(3) Transition and Start-up activities of the Contractor must begin immediately upon Notice to Proceed and must be completed by the Service Start Date, July 1, 2021. The Contractor is responsible for carrying out an effective and smooth transition and start-up process, which will assure that it is capable of assuming responsibility for all required operations by the Service Start Date.

(4) The Proposer’s schedule must coincide with Section 8 requirements of this RFP and must include:

(a) Service continuity plan

(b) Turnover audit participation

(c) Transition process for facilities, equipment, and staff

(d) Reporting dates for Key Personnel

(e) Hiring schedule to meet staffing requirements (include recruiting)

(f) Training milestones for all staff
(g) Materials inventory plan
(h) Safety program plan and implementation schedule
(i) Implementation of Quality Plan
(j) Dates and plan for acquiring vehicle insurance
(k) Schedule for acquiring facilities (lease, purchase, etc.)
(l) Schedule for attaining fully equipped and operational facilities status
(m) Pickup and staging of all vehicles at their assigned facilities

(5) The Proposer shall identify potential risks and problems they foresee during the transition period along with their descriptive plan for mitigating these problems. The plan shall cover the proposer’s methodology for addressing unforeseen problems.

(6) **Note:** This section must be completed by all Proposers. If any of the present Transit Service Contractors choose to submit a Proposal, they must discuss how the transition to the new Contract provisions will be accomplished.

(W) **Integrated Pest Management (IPM) Plan**

(1) Proposers shall submit an IPM plan covering all facilities and vehicles maintained in this agreement for ATL and County approval. The IPM plan shall be required to identify IPM certified exterminators with transit vehicle and facilities pest control experience.

(X) **Safety**

(1) The Proposer shall demonstrate their understanding of ATL and the County’s Public Transportation Agency Safety Plans, including the proposer’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. The Proposer shall identify Safety certifications of all Key Personnel and supervisors including safety training identified in Section 5.17. The Proposer shall include in their Safety plan:

(2) Written Safety Plan including but not limited to accident prevention, road supervision, equipment and facility monitoring, maintenance shop safety practices, road calls (failure in service response by maintenance personnel), emergency preparation, accident response, investigation and reporting procedures, accident/incident vehicle clearance, passenger safety including stranded vehicle transfers, service restoration, and training/refresher courses, safety huddles, etc.

(3) Indicate how the proposer will comply with all the requirements related to the federal Drug and Alcohol Testing Program and the American with Disabilities Act.

(4) Describe the proposer’s safety record over the past five years, including identification of any safety violations.

(5) An understanding of the requirements of Section 5.17 of this RFP.

(Y) **Quality Management System.** The Proposer shall define their Quality Management System including how the plan will interact with the Safety plan. The Proposer shall identify Key Personnel and shall detail how the plan is aligned with FTA Quality Management Guidelines (rev. October 2019). The Proposer’s Quality Management System plan shall address basic requirements of Section 5.18 of this RFP.
(Z) **Innovative Approaches Outside the Scope of Services.** With an understanding of the entire required base Scope of Services envisioned in Section 5, the Proposer may provide information on any known innovative alternative approaches outside the Scope of Services, which the Proposer feels may better address the ultimate needs of the ATL and the County described herein, including, but not limited to, using recent best practices not envisioned herein, management structure innovations, financial innovations, technological approaches beyond those listed herein, and/or other approaches which either reduce or augment the service requirements listed herein in a way the Proposer feels may provide improvements to Operations and Maintenance Services for ATL and The County.

If the proposer does provide such information, the proposer shall provide a short narrative on their experience with delivering such approaches, and shall clearly communicate, with this information, how any such approaches:

1. Maintain the identified budget(s).
2. Maintain compliance with all requirements, including, but not limited to FTA requirements such as Title VI, ADA and PTASP.
3. Improve customer service.
4. Provide a healthy collaborative environment with the ATL and the County in overall transit operations.
5. Impact ATL and County responsibilities and risk (provide clear general delineation of such responsibilities and risks).
6. Impact implementation time and logistics.

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

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

   (B) Blank form is attached in Attachment 2 as Offer Document #7 of this RFP.

3.8 **Sub-Contractor Affidavit**

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

   (B) Blank form is attached in Attachment 2 as Offer Document #8 of this RFP.

3.9 **Sub Sub-Contractor Affidavit**

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

   (B) Blank form is attached in Attachment 2 as Offer Document #9 of this RFP.

3.10 **Subcontractor and DBE Listing Form**

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

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

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

3.13 Non-Collusion Affidavit
(A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
(B) Blank form is attached in Attachment 2 as Offer Document #12 of this RFP.

3.14 Anti-Boycott, Divestment and Sanctions Against Israel Certification
(A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
(B) Blank form is attached in Attachment 2 as Offer Document #13 of this RFP.

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

3.16 Sales and Use Tax Compliance Form
(A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal.
(B) Blank form is attached in Attachment 2 as Offer Document #15 of this RFP.

3.17 Litigation History
(A) This document shall be provided by the Proposer and shall be a narrative description of the Proposer’s litigation history. Proposer shall identify and describe all local, state and federal proceedings (legal, administrative, regulatory and otherwise, currently pending against the Proposer or its Principals (to include officers, members, directors and partners) or concluded adversely to the Proposer, or its Principals, within the past ten (10) years.
(B) If Proposer has not been involved in any litigation within the past ten (10) years, Proposer shall provide a written statement indicating such.
(C) Proposer’s response to this Section 3.17 shall be clearly marked in Attachment 2 as Offer Document #17.
3.18 Termination or Failure to Complete

(A) This document shall be provided by the Proposer and shall be a list of each project on which the Proposer was terminated or failed to complete the delivery of services within the last seven (7) years. For each project, Proposer shall provide: 1.) project name, 2.) project start and end dates, 3.) estimated total contract value (i.e. all work which the Proposer was responsible for), 4.) reason(s) for the contract termination or failure to complete.

(B) Proposer’s response to this Section 3.18 shall be clearly marked in Attachment 2 as Offer Document #18.

3.19 Financial History

(A) This document shall be provided by the Proposer and shall demonstrate sufficient financial strength, resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by:

(1) Ability to secure required performance bond as evidenced by a letter of commitment from an underwriter confirming that proposer can be bonded for the required amount.

(2) Ability to secure required payment bond as evidenced by a letter of commitment from an underwriter confirming that proposer can be bonded for the required amount.

(3) Ability to obtain required insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the proposer can be insured for the required amount.

(4) A financial statement prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of the State of Georgia, The County or the proposer. The statement must reflect the financial condition of the proposer, including a full and detailed presentation of the true condition as of December 31, 2019 (or more recently if available) of the proposer’s assets, liabilities and net worth. In the event that proposer’s fiscal year is reported on a basis other than calendar year, the latest annual financial report along with a current financial report (balance sheet and profit/loss statements) will be an acceptable response.

(B) The financial statement and related documents must set forth the financial status of that entity, subsidiary, division, subdivision, or unit which will actually perform the Services described in this RFP. If the proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. It is acceptable to provide an audited financial statement for the last fiscal year for the parent corporation, as long as a complete current financial report for the operating entity which will perform the service is also included.

(C) In the event funds are to be borrowed to finance any portion of the operations of service, a letter-of-intent from the bank or of other lending agency must be attached, indicating the minimum amount that will be loaned and any applicable percentage rate. The letter-of-intent may include the qualification that the loan will only be consummated upon award of the Contract by ATL and the County.

(D) Financial references, including name of proposer’s primary financial institutions and address, name of contact person and telephone number for each financial institution identified.

(E) Proposer’s response to this Section 3.19 shall be clearly marked in Attachment 2 as Offer Document #19.
3.20 Bid Bonds

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

(B) 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.

(C) 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.

(D) Blank form is attached in Attachment 2 as Offer Document #20 of this RFP.

3.21 Price Proposal

(A) This document must be fully completed, signed by an authorized representative, and submitted with the proposal in a separately sealed envelope or package, marked “Price Proposal” on the front of the envelope.

(B) The submitted Price Proposal must include all costs of performing pursuant to the final posted Contracts.

(C) The envelope shall contain fourteen (14) copies of its Offer Document-Price Proposal in Excel format, inclusive of one (1) signed original and thirteen (13) identical paper copies, and a single file in two (2) electronic copies, on secure USB flash drives (Kingston Data Traveler Vault Privacy 3.0 or latest revision secure flash drives)

(D) The Price Proposal shall be submitted as Offer Document #21. The prescribed form for the Price Proposal is provided as Attachment 3 to this RFP.

3.22 Price Proposal Instructions

(A) The proposer must submit its separate price proposal using the forms in Part XIII. Note that price proposals must be prepared separately for ATL Xpress, the County Commuter Service, County Fixed Route Local, County Paratransit and County Microtransit services. 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 Commuter, Fixed Route Local, Paratransit, and Microtransit services, including the County’s proportionate share of facility costs, operations, maintenance and services costs for the County’s service operated from the North Facility. Price Proposals shall be submitted using this formula.

(B) The price proposal should be based on the characteristics of the current service as outlined in throughout this RFP including Section 3.6 and provide for new service such as the County’s proposed Microtransit service, as well as the Proposers method to bring added value to the Contract. ATL and the County will contract for general administration costs (including operations & maintenance facility costs) and non-vehicle maintenance costs based on the cost of a total annual fixed fee, payable in monthly installments, and broken out by County costs and ATL costs. The County will also contract for the
administrative costs of Customer Service. Transit service vehicle operations and vehicle maintenance will be contracted at a rate per scheduled Vehicle Revenue Hour, by the type of service (ATL Xpress, the County’s Commuter Service, and Fixed Route Local service). For ATL Xpress, the County Commuter Service and the County Fixed Route Local services, Vehicle Revenue Hours will be calculated based on the actual time that each Revenue Vehicle is in service and available to passengers. Moreover, the County Paratransit service shall be calculated on a per Trip basis per the definition of “per Trip” in Section 5.2.3(I). In addition, the Price Proposal Schedule should include a rate per scheduled Vehicle Revenue Hour for any special event service provided as directed by ATL or the County.

(C) Based on Contract terms, ATL and the County shall have the ability to renegotiate the Contract’s hourly vehicle maintenance rates for each service type. The negotiation will be based on, but not limited to, current fleet characteristics by service type such as mileage, warranty, power option (diesel, gasoline; hybrid, or electric); new, rehab or rebuilt vehicles etc.

(D) Fuel consumed by the assigned Revenue Vehicles and Paratransit vehicles will be invoiced as it is dispensed monthly by the selected Contractor as a pass thru based on actual fuel costs. As such, fuel costs are NOT to be included in the Price Proposal.

(E) The Price Proposal Schedule forms should set forth the firm fixed costs and rates per Vehicle Revenue Hour (Xpress, the County Commuter Service and Fixed Route Local) and the per Trip rates (the County Paratransit and Microtransit) the proposer would charge ATL and the County to provide the Services contemplated herein on an annual basis, for the base 3 year award, and two (2), one-year renewal periods. The annual fixed costs and rates proposed for the 3-year base award, and two (2), one-year renewal periods shall include all charges that may be incurred in fulfilling the terms of this Contract.

(F) The cost schedules should be fully supported by the Price proposal Breakdown forms, adequate to establish the reasonableness of the overall costs and rates, as described in the Price Evaluation Section 4.2 (A)(3) and Section 18.

(G) Proposers should be aware that the County and ATL Xpress service characteristics are subject to change should circumstances dictate. If ATL or the County increases or decreases the amount of service by an amount greater or less than twenty percent (20%) of the existing service level, or in the event of mutually agreed upon changes in the division of responsibilities between ATL, the County and the Contractor, then ATL, the County and Contractor may negotiate new hourly rates for the remainder of that portion of the Contract.

3.23 Task Order Proposals

(A) ATL and the County would like the following services priced as task orders and optional for the terms of this Contract.

(1) Transportation Planning - The Contractor shall provide assistance with general transportation planning services. The scope of services is broad and varies.

(2) Customer Service and Marketing- The Contractor shall provide assistance with any Marketing or Customer Service-related services. The scope of services is broad and varies.

(3) COVID-19 Cleaning – The Contractor shall provide COVID-19 Cleaning services as outlined in Section 5.6.16.4. The COVID-19 Cleaning requirements are subject to change as federal, State, and local guidelines evolve. The proposal should include COVID-19 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.
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.

Task Order Price Proposals are located in Attachment 3.

4 Proposal Evaluation Process

(A) 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.

(B) 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

(A) Proposals will be analyzed for conformance with the instructions and requirements of the RFP as identified in Section 3 and Section 4. 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.

4.2 Evaluation of Proposals

(A) 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.

4.2.1 Proposal Evaluation Criteria

(A) 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 75% of the overall evaluation. The Evaluation Committee shall utilize the following assessment categories in its evaluation of each Technical criterion: “Outstanding” (best), “Highly Acceptable”, “Acceptable”, “Marginal”, “Unacceptable” (lowest).

(B) The Price Proposal evaluation is worth 25% 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.

<table>
<thead>
<tr>
<th>Criteria Reference Number</th>
<th>Proposal Evaluation Criteria</th>
<th>Individual Criteria Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-1</td>
<td>Qualifications and Experience - Has the Proposer demonstrated their firm’s/team’s qualifications and experience in providing commuter, local fixed route, complementary ADA paratransit, and microtransit public transit services similar to those required in this RFP.</td>
<td>10</td>
</tr>
<tr>
<td>T-2</td>
<td>Key Personnel - Evaluate the Proposer’s Key Personnel qualifications and experience. Has the Proposer provided the required experienced and qualified Key Personnel for North Facility and South Facility.</td>
<td>10</td>
</tr>
<tr>
<td>T-3</td>
<td>Innovative Approach - How did the Proposer provide an innovative approach to improve customer service, fleet reliability, employee retention, and control costs.</td>
<td>9</td>
</tr>
<tr>
<td>T-4</td>
<td>Value Added Service - How well did the Proposer provide example of how they would provide, and measure value added service to enhance the customer experience and improve efficiencies.</td>
<td>9</td>
</tr>
<tr>
<td>T-5</td>
<td>Financial Viability of Proposer - Proposer has demonstrated they have the financial means to provide the required Services.</td>
<td>8</td>
</tr>
<tr>
<td>T-6</td>
<td>References - Evaluation of proposer’s references as to satisfaction with services, record of integrity and business ethics, and past performance of proposer and proposed Key Personnel for Operations and Maintenance services of similar scope and size.</td>
<td>8</td>
</tr>
<tr>
<td>Criteria Reference Number</td>
<td>Proposal Evaluation Criteria</td>
<td>Individual Criteria Weight</td>
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<tr>
<td>T-7</td>
<td>Organization - Has the Proposer demonstrated their ability to provide the required organizational skill, accounting and operational controls, personnel experience, and technical expertise.</td>
<td>8</td>
</tr>
<tr>
<td>T-8</td>
<td>Federally Required Submissions - Has the Proposer demonstrated compliance with all applicable Federal statutory and regulatory requirements including but not limited to DBE participation.</td>
<td>8</td>
</tr>
<tr>
<td>T-9</td>
<td>Commuter Services - The Proposer by their response has indicated a clear understanding of Commuter service requirements and has provided procedures ensuring premier customer satisfaction with well-maintained equipment. Fixed Route Local Services - The Proposer by their response has indicated a clear understanding of the County’s Fixed Route Local service requirements and has provided procedures ensuring premier customer satisfaction with well-maintained equipment. Paratransit Services - The Proposer by their response has indicated a clear understanding of the County’s Paratransit requirements and has provided procedures ensuring premier customer satisfaction with well-maintained equipment. Microtransit Services - The Proposer by their response has indicated a clear understanding of the County’s proposed Microtransit service and has provided procedures ensuring premier customer satisfaction with well-maintained equipment.</td>
<td>7</td>
</tr>
<tr>
<td>T-10</td>
<td>Vehicles - Has the Proposer provided a thorough understanding for Fixed Route Local, Commuter Service, Paratransit, and Microtransit Revenue Vehicle requirements, including availability, cleanliness, cosmetic and mechanical condition. Maintenance - The Proposer understands the complexity of maintaining different fleet and equipment types, warranty requirements, importance of training, materials inventory levels, DOT regulations, and OEM vehicle and component maintenance requirements.</td>
<td>7</td>
</tr>
<tr>
<td>T-11</td>
<td>Operations - The Proposer understands the complexity of operating different fleet and equipment types, importance of training, DOT and state regulations, and reporting requirements individually to ATL, the County, FTA/DOT, and NTD.</td>
<td>7</td>
</tr>
<tr>
<td>T-12</td>
<td>Systems - How Proposer demonstrated the understanding of daily usage of CAD/AVL and additional ITS software and hardware in service delivery, dispatch, operations and reporting.</td>
<td>6</td>
</tr>
<tr>
<td>T-13</td>
<td>Quality Assurance - Has the Proposer provided a thorough, defined, and manageable QAP including staff responsibilities, documentation processes, reporting, and data analysis.</td>
<td>6</td>
</tr>
<tr>
<td>T-14</td>
<td>Staff Levels - The Proposer has provided adequate staffing for each North Facility and South Facility and each department to provide the required Services.</td>
<td>5</td>
</tr>
<tr>
<td>T-15</td>
<td>Employee Retention and Training - Has the Proposer demonstrated an understanding of employee retention factors in the Atlanta region and proposed policies designed to improve employee retention. Has the Proposer provided an initial and on-going Training plan for all positions ensuring only qualified personnel shall perform all contracted tasks.</td>
<td>4</td>
</tr>
<tr>
<td>T-16</td>
<td>Facilities - Has the Proposer demonstrated an understanding of facility cleanliness, monitoring and maintenance requirements for garages, offices, parking lots, passenger facilities, grounds, and stationary equipment.</td>
<td>4</td>
</tr>
<tr>
<td>T-17</td>
<td>Fare Collection - Has the Proposer provided a clear understanding of fare collection, reconciliation, accounting, and monetary deposit requirements.</td>
<td>3</td>
</tr>
<tr>
<td>T-18</td>
<td>Safety and Security - How the Proposer’s Safety Program will address the requirements of this RFP. What is the Proposer’s safety record over the previous five years.</td>
<td>3</td>
</tr>
<tr>
<td>T-19</td>
<td>Subcontractor - How Proposer demonstrated the qualifications of their proposed subcontractors.</td>
<td>2</td>
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</table>
### Criteria

<table>
<thead>
<tr>
<th>Criteria Reference Number</th>
<th>Proposal Evaluation Criteria</th>
<th>Individual Criteria Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 2 – Oral Presentations/Interviews (Optional)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P-1</td>
<td>Results and impressions of presentations and interviews with Key Personnel</td>
<td></td>
</tr>
<tr>
<td>P-2</td>
<td>How well did the presentation match the presentation requirements</td>
<td>To be pre-communicated to Finalists</td>
</tr>
<tr>
<td>P-3</td>
<td>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.</td>
<td></td>
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<tr>
<td>P-4</td>
<td>Other (To be determined prior to any Interviews)</td>
<td>TBD</td>
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<tr>
<td><strong>Phase 3 – Price Evaluation Considerations</strong></td>
<td></td>
<td></td>
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<tr>
<td>C-1</td>
<td>Overall Cost, and how well Price Proposal aligns with the Proposer’s Technical proposal.</td>
<td>n/a</td>
</tr>
<tr>
<td>C-2</td>
<td>Realistic Cost - The Proposer provided a realistic price proposal. (Based upon cost realism analysis)</td>
<td>n/a</td>
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<tr>
<td>C-3</td>
<td>Value Analysis - Did the Proposer demonstrate how their proposal would provide added value</td>
<td>n/a</td>
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<tr>
<td>C-4</td>
<td>Base Price Proposal - The Proposer’s proposal and cost schedule for the 3-year base award.</td>
<td>n/a</td>
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<tr>
<td>C-5</td>
<td>Option Years Price Proposal - The Proposer’s proposal and cost schedule for the two (2), one-year renewal periods</td>
<td>n/a</td>
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<td><strong>Phase 4 – Best and Final Offer (Optional)</strong></td>
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<tr>
<td>BAFO-1</td>
<td>Do Proposer’s revisions to their Technical Proposal provide added innovation and value.</td>
<td>n/a</td>
</tr>
<tr>
<td>BAFO-2</td>
<td>Do Proposer’s revisions to their Price Proposal match revisions to their Technical proposal</td>
<td>n/a</td>
</tr>
<tr>
<td>BAFO-3</td>
<td>Realistic Cost - Is the revised Price Proposal realistic (Based upon cost realism analysis)</td>
<td>n/a</td>
</tr>
</tbody>
</table>

### 4.2.2 Contract Negotiations and Award

(A) 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 Purchase Order.

(B) An award by ATL and the 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.

(C) 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.
(D) 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.

(E) 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.

(F) 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.

(G) 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 Commuter, 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.

(H) Performance Bond. Within ten (10) Days of award of this Contract, the Contractor shall furnish performance bonds made payable to ATL and the County. The amount of each bond shall be equal to the total proportionate share of ATL’s 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, the County Commuter Service, 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 performance bond must be renewed annually, calculated the same as above but based on the Contractor’s estimated costs for that renewal period.

(I) 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, the County Commuter Service, 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.

5 Scope of Services

5.1 Summary of Services

(A) ATL and the County consider the detailed services which are envisioned and described below to be necessary, and currently intend these items and services, as a minimum, to reflect the Scope for a prospective Contract. All Proposers shall presume the entire Scope in Section 5 to be required. The actual, final Scope of Services, however, may differ, may be greater or lesser, and shall be determined in the subsequent RFP processes prior to execution of a Contract with a successful firm, at the sole discretion of ATL and the County, pursuant to the best interests of ATL and the County.

Any substantial Services, means, methods, alternatives or innovations which a proposer feels should be considered by ATL and the County and which significantly fall outside this Scope of Services must be specifically addressed in the last deliverable of the Technical Proposal as directed by this RFP (See Section 3.6.3(Z).

(B) ATL and the County seek to retain one Contractor to operate, maintain and administer all Contractor-identified Services in this RFP, such that nothing remains to be purchased, provided or supplied by ATL or the County, other than existing ATL and County-owned Revenue Vehicles and equipment listed in this RFP. The Scope of Services to be performed by the selected Contractor includes specific services described below as well as Reporting Requirements in Sections 6 and 13, Turnover/Contract Completion in Section 7, and Turnover/Contract Start in Section 8.

(C) Specific requirements for elements of the total operation may be shared between the North and South Facilities, e.g. classroom Operator training, payroll, street supervision, storage etc. However, shared functions must be approved by ATL and the County prior to start-up. For all other day-to-day revenue operational and maintenance requirements, the North and South Facilities must be autonomous with staff dedicated to either the County or ATL or shared as required in this document.

(D) Where direction from, or the authorization/approval of a particular change, from “ATL or the County” is required, the entity affected by such direction or authorization must provide such direction, authorization, or approval.

5.2 Operations

(A) The Contractor shall provide the necessary management, technical and operating services for the operation of ATL Xpress, the County Commuter Service, Fixed Route Local, Paratransit and Microtransit services as specified by ATL and the County.

(B) The Contractor shall assist and cooperate with ATL and the County in meeting the objectives of providing quality transportation services. The Contractor shall perform close liaison activities, coordination, and cooperation with ATL and the County on matters related to operations, monitoring, reporting and service performance measurements, and will respond immediately to any inquiries, concerns, and requests of ATL and the County.
(C) ATL and the County will be the primary responders to all media inquiries about their respective service. The Contractor will assist in preparing information to support the response to media inquiries. Upon direction by ATL or the County, the Contractor may be requested to assist in responding to the media.

(D) The Contractor shall establish and implement various operating policies which address ATL and the County’s standard operating procedures and policies; local, federal, and state laws, regulations and ordinances such as clean air standards, idling, noise, Revenue Vehicle Operator phone use, etc.

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

(F) The Contractor, when requested by ATL or the County, will ensure that its Operators will distribute notices to passengers or otherwise render assistance in customer relations, information, promotion, monitoring, and supervisory functions.

(G) The Contractor will ensure that its Operators require each passenger to pay the appropriate fare prior to being provided transportation service with the exception of Xpress PM service fares, which are collected upon arrival at the park and ride lot. For this, Operators shall request fare payment from all passengers upon exiting. If the farebox is not working, it is the responsibility of the Operator to report malfunctioning farebox equipment to dispatch immediately upon discovery. If an Operator is observed not collecting fares and through investigation it is determined the farebox was functioning properly, the Contractor will be required to reimburse ATL or the County all fare revenue that should have been collected by the Operator. If an Operator fails to report malfunctioning farebox equipment as required, and Contractor continues to use the impacted Revenue Vehicle to provide Revenue Service the Contractor may be required to reimburse ATL or the County for any fare revenue that was not collected for the applicable service.

(H) Operators will be required to honor special passes as determined by ATL or the County; collect, cancel and/or validate passes and tickets; and issue, collect, and validate transfers, in accordance with ATL and The County’s fare policies. Operators will verify cash fares are deposited into the farebox and are not permitted to handle cash fares. If a passenger is unable to deposit a fare in the farebox, due to a disability, the Operator may assist the passenger. Operators will record ridership counts by passenger categories using the electronic farebox system provided on the Revenue Vehicle or as instructed by ATL or the County.

(I) Xpress and the County’s Commuter Service routes interface with the Metropolitan Atlanta Rapid Transit Authority (MARTA) service at several MARTA rail stations. Four of the County’s Fixed Route Local routes
(10A, 10B, 20, and 35) along with the complementary Paratransit service interface with MARTA at the Doraville rail station. ATL and the County have a reciprocal fare agreement with MARTA that provides for reciprocal free transfer privileges for passengers. The free reciprocal transfers are only available when using the Breeze™ smartcard fare collection system.

(J) Operators shall have available at all times during operation of any Revenue Vehicle an accurate time piece set each day which conforms to the CAD/AVL system clock, a hole punch for transfers, and a flashlight for pre-Trip and post-Trip inspections.

(K) Operators will be required to operate wheelchair lifts, or kneeling features and ramps on Xpress and Commuter Service Revenue Vehicles, low floor Revenue Vehicles and Paratransit vehicles and assist in securing wheelchairs and other mobility devices. Operators will be required to announce all ADA required stops, as directed by ATL, County policy, and federal law in the event the automated stop announcement system is not functioning, or an Operator is operating a Revenue Vehicle or Revenue Vehicle that does not have the automated feature available.

(L) Operators must fill out pre-Trip and post-Trip vehicle inspection forms as outlined in the Contractor’s operating rules and procedures, and State of Georgia DOT requirements. When equipped on Xpress Revenue Vehicles, the Operator shall be required to use the Revenue Vehicle’s Clever Devices pre and post-Trip inspection system. In the event the Clever Devices pre-post Trip system is inoperative; the Operator 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.

(M) ATL and the County will not pay for a service Trip or revenue hours for any Revenue Vehicle that is driven by a supervisor, manager, safety personnel, and/or other personnel not classified as an Operator during Revenue Hour Service, unless the Contractor has obtained PRIOR authorization from ATL or the County.

(N) The Contractor shall furnish all equipment and services required in the operation and management of all Services, unless specifically identified to be contributed by ATL or the County.

5.2.1 ATL Xpress, the County Commuter Service and Fixed Route Local Service

(A) Using Revenue Vehicles provided by ATL and the County, the Contractor will operate Xpress, and the County’s Commuter Service and Fixed Route Local Revenue Vehicle service on fixed schedules as specified by ATL and the County. Xpress route maps and schedules can be viewed at the following website (www.xpressga.com) The County’s fixed route maps and schedules can be viewed at the County’s transit website (www.gctransit.com), click on ‘Routes & Schedules’ The daily operating statistics for recent service operating levels are included in Section 14.

(B) The Contractor shall be responsible for developing, and providing to ATL and the County for approval, all schedule block and run cuts. The Contractor shall be responsible for developing and distributing all schedule Operator shift run cuts in conformity with ATL and the County’s prior approval and specifications. For any subsequent route and schedule changes during the performance of this Contract, ATL or the County will provide route, span of service, headway and service frequency changes to the Contractor for developing subsequent schedule block and run cuts. The Contractor shall provide schedule block and run cuts in a format compatible with the affected services CAD/AVL system. The
selected Contractor may be required to provide schedule block data for Xpress service not covered under the terms of this Contract for purposes of consolidating data into the CAD/AVL system.

(C) Xpress and the County’s Commuter Service and Fixed Route Local Revenue Service shall be operated in strict accordance with the operating days and hours, routes and schedules set forth in the current Master Schedule, and the Contractor shall provide such service in a safe, professional, and courteous manner. Xpress, the County’s Commuter Service and Fixed Route Local Vehicle Revenue Hours and peak period vehicle requirements may vary over the term of the Contract depending upon funding, other considerations, and/or direction from ATL or the County. The Contractor shall not place any vehicles into “extra service” on a route without express written permission of ATL’s Transit Operations Director or designee for Xpress service or the County for the County’s Commuter Service and Fixed Route Local service.

(D) Xpress and the County’s Commuter Service shall not be operated on the major holidays designated by ATL or the County, which currently are: New Year’s Day, Dr. Martin Luther King’s Birthday (observed) (ATL only), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Black Friday, and Christmas Day.

(E) ATL and the County reserve the right to unilaterally amend the holiday schedule during the Contract year, should it become necessary. ATL and the County reserve the right to not operate any service or operate limited schedules on days surrounding designated holidays such as Wednesday before Thanksgiving, Christmas Eve, New Year’s Eve and on other holidays not listed, during the course of the Contract. ATL and the County shall designate holiday schedules for each respective service the upcoming year in the December prior to the approaching calendar year.

(F) Contractor shall be authorized to deviate from established routes when necessary to avoid construction work, disabled vehicles or other obstructions within the public right-of-way. The Contractor shall be required to provide immediate notification to all customers and provide alternate service to any customer who may be stranded due to the route deviation. All deviations are to be reported immediately to ATL or the County.

(G) In the event that an Xpress, or County Commuter Service or Fixed Route Local Revenue Vehicle operates more than ten (10) minutes behind schedule, the Contractor shall report the occurrence to their respective client and customer service department (ATL or the County) immediately and take all available steps to restore on-time performance. The Contractor shall establish procedures, subject to ATL and the County’s review and approval, to review root causes and restore on-time performance in a timely and on-going consistent manner. The Contractor shall include in their procedure a process for ensuring schedule adherence, most notably during PM service to and from downtown Atlanta. Street supervisors shall not be utilized as pullout officials during AM and PM peak service periods.

(H) The Contractor must provide a reliable monitoring program to ensure high-performance service delivery in achieving consistent on-time performance for each system. The resources provided to the Contractor such as Clever Devices, Avail, TransTrack and other programs can be utilized by the Contractor for the implementation of this program. The Contractor will be responsible, through routine daily monitoring of transit services, for accumulating accurate data and assembling reports that provide operational performance metrics. The monitoring will include counting and reporting ATL Xpress and the County’s Commuter Service passenger boardings by Trip. Contractor will also provide reporting, as
requested, related to Fixed Route Local passenger counts by Trip or block, run-time data, on-board ride-
checks and analysis of schedule, route or service problems to assist in identifying equipment, schedule,
or service level improvements.

(I) The Contractor shall be responsible for adjusting transit monitoring personnel levels and utilizing
existing personnel with other permanent duties as needed to assist in ensuring a consistent high quality
of service. The monitoring plan and procedures are subject to ATL and/or the County approval.

(J) A strong Supervision Component is required that provides adequate street supervision at all times
Revenue Vehicles are operating. The Contractor must implement a program that provides adequate
geographic coverage throughout the transit system’s service area with assurances that there will be a
prompt response to accident investigation or service incidents. Because of the geographic size of the
service area, street supervision staffing must be evaluated carefully. When developing street
supervisory staff levels and assigned staging location, the Contractor must account for traffic density,
potential incident deployments to the extreme boundaries (and potential response times), and amount
of equipment in service. ATL and the County require an immediate response time to service incidents
across the service area. Special emphasis must be given to supervisory presence at key downtown
locations and MARTA stations, Gwinnett Transit Center, and park and ride lots. The Contractor shall
assign at least one supervisor each from the County and ATL at each key downtown and Midtown
locations, during weekday AM and PM service and at park and ride lots during weekday AM peak
periods. Street supervisors shall not be utilized as pullout officials during AM and PM peak service
periods. The Contractor shall immediately notify ATL or the County of a service incident.

(K) The Contractor is required to maintain records and provide such records to ATL and/or the County upon
request, of the names of supervisors who worked on Xpress, the County’s Commuter Service and Fixed
Route Local service, and the number of hours worked, per day.

(L) The Contractor shall perform all scheduled services subject to ATL and the County’s operating standards
for service performance. Service shall be provided as requested or according to any adjusted schedule
established by ATL or the County, including route modifications as outlined in Section 5.2.2. The
Contractor shall not supply Vehicle Revenue Hours when such hours are not scheduled, as ATL and/or
the County will not pay for such hours.

(M) Operator reliefs are the responsibility of the Contractor and shall not disrupt the continuity of service.
If a major disruption in service occurs, the Contractor shall notify the respective client (ATL or the
County) immediately. If the Contractor should be unable to provide alternative service, ATL or the
County may then elect to secure the necessary services. Should ATL or the County elect to secure such
service from other sources, the Contractor shall be liable for all such costs incurred.

5.2.1.1 ATL Xpress Vehicle Revenue Hours and Revenue Vehicles

(A) The ATL Xpress routes operate Monday through Friday excluding designated holidays. Based on the
current operations, Xpress has a total of 27 commuter routes. Contractor will oversee 26 Xpress routes.
Based on the planned operations, the North Facility that is shared with the County will operate
11 routes: (400, 401, , 410, 411, 412, 413, 414, 416, 417, 419, and 428). The South Facility will operate
14 routes: (423, 426, 430, 431, 432, 440/441, 442, 453, 463, , 483, 490). (NWC 1 and NWC 2 are two
new routes which have not been assigned permanent route numbers). There are other Xpress routes
not covered under the term of this Contract which are operated through an intergovernmental
agreement with Cobb County. Xpress service included in this RFP will operate a daily service level of 238.38 Vehicle Revenue Hours and utilizes 78 Revenue Vehicles for the AM peak pullout and 81 Revenue Vehicles during the PM peak pullout. This is a service level of approximately 59,357 annual Vehicle Revenue Hours assuming 249 operating days per year. Refer to Section 14 for additional information on route hours and miles.

(B) A total of 151 diesel MCI Revenue Vehicles are assigned to this Contract to provide Xpress service. Ninety-one Revenue Vehicles are assigned to the South Facility and 60 Revenue Vehicles are assigned to the North Facility. The schedule for rotating the Revenue Fleet will be determined by ATL staff and adhered to by the Contractor. ATL reserves the right to move routes and Revenue Vehicles at their sole discretion. Refer to Section 15, MCI Revenue Vehicles.

5.2.1.2 Commuter Service Vehicle Revenue Hours and Revenue Vehicles

(A) The County’s Commuter Service routes operate Monday through Friday excluding designated holidays. Based on the Preceding Contractor run cut, the four (4) County Commuter Service and one (1) County reverse Commuter Service routes (101, 102, 103, 103A, and 110) are currently authorized at a daily service level of 220.9 Vehicle Revenue Hours (Vehicle Revenue hours + billable Deadhead Hours) and utilize 31 Commuter Service Revenue Vehicles during the PM peak pullout. This is an annual service level of approximately 38,487 annual Vehicle Revenue Hours assuming 255 weekdays per year. Refer to Section 14 for route hours and miles.

(B) A total of 43 diesel MCI Revenue Vehicles are available to provide the County Commuter Service. Refer to Section 15, MCI Revenue Vehicles 7001-7009 and 9001-9033, 9035.

5.2.1.3 Fixed Route Local Vehicle Revenue Hours and Revenue Vehicles

(A) Based on the current Contractor run cut, the seven (7) County Fixed Route Local routes (10A, 10B, 20, 30, 35, 40, and 45) are currently authorized at a daily service level of 319.2 Vehicle Revenue Hours on Monday-Friday and 226.9 Vehicle Revenue Hours on Saturday and utilize 28 Fixed Route Local Revenue Vehicles during the PM peak pullout. This is an annual service level of approximately 85,358 annual Vehicle Revenue Hours assuming 255 weekdays and 52 Saturdays per year. Refer to Section 14 for route hours and miles. All County Fixed Route Local routes operate Monday through Saturday, excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(B) A total of 38 low floor 40’ Gillig Revenue Vehicles are available to provide the County Fixed Route Local service. Refer to Section 15.

5.2.1.4 Microtransit Service Hours and Revenue Vehicles

(A) During the term of the Contract the County plans to implement Microtransit Services. It is expected that the first zone will be implemented back at the original pilot area located in Snellville. While the regular service is not expected to behave 100% like the pilot, due to the free fares during the pilot, we are providing the following information for planning purposes.

(1) The pilot ran from September 17, 2018 to April 30, 2019

(2) The service ran for a total of 11,221 revenue hours, and 14,089 revenue miles, and 162,143 total hours and 197,440 total miles

(3) The pilot carried a total of 44,598 passengers and made 33,376 trips in total
(B) When implemented the County will provide the vehicles for this service.

(C) Attachment 10 contains additional Microtransit data.

5.2.2 Service Changes

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

5.2.2.1 Modifications/ Service Changes

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

(1) Process for Service Changes. During the term of the Contract, the County or ATL, and the Contractor will evaluate ridership changes, changes in hours of service demand, Trips per run, capacity constraints, and On-Time Performance to determine if a service change is appropriate. If the current level of services no longer meets the County or ATL’s service standards or requirements, the County or ATL may request, in writing, that the Contractor prepare for a service change. The written request will outline whether there will be any change to the Fixed Monthly Rate, Vehicle Revenue Hour Rate, Revenue Vehicle deployment requirements, and other resources necessary to accommodate the service change.

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

(3) Service Change Implementation. The County or ATL will review the information provided by the Contractor pursuant to Section 5.2.2.1(A)(2) and may (a) instruct Contractor to proceed with the development and implementation timeline for the service change as originally proposed by the County or ATL; (b) instruct Contractor to implement the service change with modifications; or (c) notify Contractor that the proposed service change will not be implemented. Only those service changes directed and approved by the County or ATL, in writing, shall be implemented by Contractor.

(4) Rate Adjustments. In the event of a Major Service Change, Contractor may request a renegotiation of the then-applicable Fixed Monthly Rate or Vehicle Revenue Hour Rate. Any rate adjustment requested under this Section 5.2.2.1(A)(4) must be submitted to ATL or the County, as applicable, in writing and shall provide quantitative documentation that the proposed Major
Service Change has resulted, or will result, in additional costs to the Contractor in the operation or maintenance of the revenue vehicles under this Contract. ATL and the County is not obligated to agree to such request but will review and consider such request in good faith. Contractor is not entitled to request renegotiation of the then-applicable Fixed Monthly Rate or Vehicle Revenue Hour Rate for Minor Service Changes.

(5) Temporary Service Modifications. Notwithstanding Sections 5.2.2.1(A)(1) (Process for Service Changes), 5.2.2.1(A)(2) (Contractor Response to a Service Change Request) and 5.2.2.1(A)(3) (Service Change Implementation), the County or ATL may direct the Contractor to make temporary modifications in the Services provided or the schedules in order to address short term operating problems or issues.

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

(7) State, Regional or County-wide Emergencies. Upon the declaration of an emergency (by the Governor of Georgia or the Chairman of the County Board of Commissioners, for example), the Contractor may become responsible for a number of transportation-related activities, including the implementation of emergency travel routes and coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall deploy vehicles in a manner described by ATL or the County Department of Transportation as part of any transportation emergency operations plan. In the case of a declared medical emergency (such as a pandemic), the Contractor will implement the applicable approved SOPs to mitigate and protect their staff, ATL and County staff, and the customers. The Contractor will comply with State and Federal health guidelines as issued. ATL and the County will adjust service level requirements as needed for the duration of the emergency.

(8) Revenue Vehicle Breakdown. The Contractor shall dispatch a spare Revenue Vehicle in the event of a Revenue Vehicle breakdown. ATL or the County each reserves the right to establish additional criteria regarding expeditious response in the event of breakdowns.

(9) Service Continuity Plan. The Contractor shall provide a Service Continuity Plan designed to maintain service at its normal levels. The Contractor is expected to take any necessary action to prevent or minimize inconvenience experienced by our passengers and make every effort to ensure their safety and comfort. In the event of a service disruption or delay that would prevent an Operator from making all scheduled pick-ups or completing the Trip on time, the Contractor is expected to respond to the event/incident with the Service Continuity Plan. Actions found within a Service Continuity Plan might include “bumping up” Operator Trip assignments and/or dispatching replacement vehicles to cover late or “missed” Trips in order to alleviate potential overcrowding, which would otherwise result in Trips scheduled to follow a missed Trip. It may also include dispatching replacement equipment from a staging area to reduce the time that passengers would otherwise spend waiting for the next Trip. In the event of a disabled vehicle, a
Service Continuity Plan might involve diverting other Revenue Vehicles to pick up transferring passengers. Service disruptions or delays could include an accident, mechanical failure, severe traffic back-up, detour or road closing, an Operator’s failure to either report on time or perform the assigned run. The Contractor must provide a method in which they communicate any service interruptions to ATL and the County. The method to communicate must be form of a text or alerting system that has the ability to notify ATL or County staff and Customer Service of potential interruptions. The system must also have the capability to provide weekly/monthly recaps of all messages sent. Information that is also expected to be communicated through the system is missed service for any reason. Missed service can include but is not limited to: missed Trips due to Operator or vehicle shortage, accidents, and mechanical breakdowns etc.

5.2.3 Paratransit Service

(A) The Contractor shall operate complementary Paratransit service in strict accordance with the Americans with Disabilities Act of 1990 (ADA). The Contractor shall be responsible for meeting all regulations as promulgated in DOT ADA regulations (49 CFR Part 37). The complementary Paratransit service shall be operated in strict accordance with the established operating days and hours of the Fixed Route Local Revenue Vehicle service, or any revisions thereto. The Paratransit services shall be curb to curb. However, accommodations shall be made for passengers requesting extended assistance beyond the curb due to a disability.

(B) ATL and the County’s 2020 Title VI Program is available upon request per Section 5.14 of this RFP.

(C) The Contractor shall provide continuing Paratransit, senior needs, sensitivity, and customer service training to all Paratransit services personnel (Operators, dispatch, reservation personnel, supervisory staff, etc.) and provide training records to the County as requested. Compliance with ADA regulations and excellent customer relations skills are vital and required of all Contractor Paratransit services personnel.

(D) Dispatchers and Paratransit reservation personnel must be computer literate and able to use computerized and scheduling software and programs. Dispatchers and Paratransit scheduling personnel must also be trained in radio protocol and communications with Operators, customer communications, recordkeeping, incident reporting, and scheduling.

(E) The Contractor shall provide complementary Paratransit service to origins and destinations for the core service area within corridors with a width of three-fourths of a mile on either side of each Fixed Route Local route within the County. In addition, the Contractor shall provide complementary Paratransit service

1. to an expanded larger area outside the core service area along designated corridors with a width of three-fourths of a mile on either side of Fixed Route Local route segments previously operated by the County, and shall provide such service for the core plus expanded complementary Paratransit service area Monday through Saturday during Fixed Route Local Vehicle Revenue Hours, and:

2. shall include the MARTA Doraville rail station as a stop for the complementary Paratransit service to facilitate interagency transfers. To view the complementary Paratransit service area: go to the County website at www.gctransit.com, then click on ‘Accessible Services’ link; under the ‘ADA
Paratransit’ heading click on the ‘map link’; the complementary Paratransit service area is the light purple shaded area on the map.

(F) The Contractor will use the County-provided phone numbers for communications with Paratransit customers including eligibility, reservations/scheduling, and operations functions. The Contractor will utilize the Georgia Relay Dial 7-1-1 service for customers who have difficulty using a standard phone (people who are deaf, hard of hearing, deaf-blind or speech disabled). The Contractor will be responsible for providing language assistance services for persons with limited English proficiency. The Contractor and its personnel, communicating with Paratransit customers that require these services, shall be required to have a working knowledge of handling communications utilizing these services.

(G) The Contractor shall provide sufficient staffing to ensure that the Paratransit workflow and documentation is coordinated and maintained on a daily basis, including applications for Paratransit service, reservations and scheduling, operations, supervision, and reporting.

(H) The Contractor shall be required to document in TransTrack or TransTrack compatible software, dispatcher’s notes, passenger identification, date of request, date and time of requested trips, origin and destination, events, trips (no-show, missed trips, trip denials and reason for denials, arrival and departure times, negotiations, etc.) and review/analyze all data to ensure compliance with all County and FTA complimentary Paratransit services requirements, and as a means to effect positive changes to Paratransit service.

(I) The County shall pay for Paratransit service on a per trip basis. A Paratransit trip is defined as passenger pick-up to passenger drop-off, excluding the following activities and no-pay items:

1. Deadhead shall not be considered a trip
2. Leaving or returning to the North facility, to or from the standing or ending point of service, shall not be considered a trip
3. Passenger no-show, missed trips as defined in Paratransit Standards Section 5.2.3.3, or cancellations shall not be considered a trip
4. Transportation of personal care attendants and/or companions shall not constitute a trip. Additional reimbursement by the County to the Contractor above the primary Paratransit passenger ‘trip’ shall not be permitted

(J) The actual number of trips and hours may vary over the term of the Contract. Past history data should be used as approximations. The actual service may increase or decrease over the term of the Contract, depending on the demand for service, the characteristics of the Fixed Route Local service, the County budget, and/or changes in the ADA law and DOT ADA regulations. As of October 2019, there are 573 individuals with the County ADA Paratransit certification of which approximately 349 individuals are active ADA Paratransit passengers. Section 14 includes FY 2019 Paratransit service statistics. Previously from 7/1/18 through 6/30/19 a total of 25,527 trips were provided.

(K) The County has published a Paratransit Service Rider’s Guide to assist the community with their ADA Paratransit services. Proposers shall refer to this document for clarifications of the County’s Paratransit policies and procedures.
(L) The guide can be found on www.gctransit.com on the Accessibility tab.

(M) The County may require the Contractor’s participation in community discussions and meetings as related to Paratransit services. There shall be no reimbursement to the Contractor for these meeting and discussions.

(N) A total of 7 (seven), 24-ft cutaway Revenue Vehicles are available to provide the County’s Paratransit service. The County will purchase additional vehicles for the Microtransit service. It is expected that Microtransit and Paratransit will share a fleet of vehicles. Refer to Section 15.

5.2.3.1 Paratransit Eligibility

(A) The Contractor shall employ qualified personnel to review all applications for certification or re-certification and shall retain an independent subcontractor to make eligibility determinations, following the ADA requirements. The ability to perform in person assessments is desired but not required.

(B) The Contractor is responsible for coordinating and carrying out the application and eligibility determination process for ADA Paratransit eligible individuals for initial certifications and recertification every three years. The Contractor shall assist customers with the application process by responding appropriately to inquiries about Paratransit service, sending out applications, receiving and reviewing applications for completeness in a timely manner, following up with applicants as necessary to complete forms, responding to individuals on the certification status, and maintaining a TransTrack compatible automated database on all certified ADA Paratransit eligible individuals that is compatible with the County’s TransTrack system. The Contractor is responsible for all tasks and costs associated with the certification and/or re-certification process, and the mailing of all Paratransit information materials.

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

(D) Appeals of decisions will be directed to the County for response. The Contractor will provide the County with all necessary information to evaluate the appeal.

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

(F) The Contractor shall be responsible for all tasks and costs associated with the re-certification process. The County reserves the right to modify the Contract to remove the certification/recertification function. The Proposer shall include in the Proposal the cost per applicant to certify or recertify applicants.

(G) The Contractor shall be responsible for issuing GCT Breeze™ ADA Paratransit cards with picture identification for Paratransit eligible individuals throughout the duration of the Contract. The GCT Breeze™ ADA Paratransit cards will be issued according to current County procedures and in
conformance with the ADA regulations. The County will provide the Breeze™ photographic/validating equipment and the Breeze™ card stock to the Contractor. The Contractor will be responsible for maintaining a photocopy of each card issued in the hard copy file of each Paratransit eligible individual.

5.2.3.2 Paratransit Reservations and Scheduling

(A) The Contractor shall be responsible for the County’s Paratransit reservations and scheduling. The County operates advance reservation (next day) service for Paratransit trips. Paratransit passengers must call the Day before a trip is required to make a reservation. Reservations must be taken during normal business hours. The current hours and days for taking reservations are from 8:00 a.m. – 5:00 p.m. Sunday through Friday, even if a holiday is observed on those Days. The County will not pay an additional charge if reservations must be taken on a holiday. These hours are subject to modification based on ADA regulations or changes in service hours or days. An answering machine or voicemail system shall be available for recording Paratransit trip requests when the administrative and dispatch offices are closed.

(B) The Contractor shall install and maintain telephone equipment to handle 12,000 calls per month and will meet or exceed incoming call volumes up to 1,500 per day and 190 calls per hour for Paratransit scheduling and dispatch lines. The Contractor shall be required to provide a backup plan in the event of a phone system outage that will ensure the required call response times are adhered to and tracked.

(C) The Contractor shall provide the County’s “Where’s My Ride” or equivalent service as outlined in the County’s Paratransit Service Rider’s Guide.

(D) The Contractor shall ensure at least one full time Spanish speaking representative is available on-duty to assist with reservations during all normal business hours.

(E) The Contractor shall be responsible for providing 24-hour Language Line interpretation services for customer service, dispatchers, and reservation line assistance.

(F) Subscription or “standing order” trips are allowed for an individual requesting service for a minimum of three days per week with the same destination and time. The County reserves the right to change this policy in the future.

(G) The Contractor shall provide the necessary reservation personnel to efficiently respond to incoming calls for reservations requests, trip revisions, general information, and complaints or commendations. Reservation personnel must be well versed in ADA law and regulations, and the County’s requirements for the provision of Paratransit service. Reservation personnel will maintain an electronic daily log of all telephone requests received and include information on hold times, trip revisions, and cancellations.

(H) The Contractor shall provide an automated reservation, scheduling, dispatching, and reporting program for the provision of Paratransit service. The Preceding Contractor provides Trapeze software on its server. Proposers shall utilize Trapeze or equivalent Paratransit service software program on its server. If the Proposer proposes to use an equivalent software and not Trapeze, the Proposer shall provide justification documentation for the equivalent software including summary of the equivalent software’s features and a ‘pluses/minuses’ comparison of features to Trapeze. The Contractor’s program shall be compatible with TransTrack and the current CAD/AVL system, Avail.
The Contractor is responsible for scheduling all requests for service within one hour of the requested time. The Contractor must be capable of scheduling all requested trips per day and integrating the requests for service into efficient vehicle routes that maximize productivity, minimize the cost to the County, and assure quality service. The Contractor shall track and maintain records, in an automated system, of trip denials for any reason including “out of the service area” trip requests. The Contractor shall be permitted to negotiate travel times in accordance with the County’s Paratransit Service Rider’s Guide and 49 CFR 37.131. The Contractor’s schedulers and dispatchers shall not adjust a rider’s pickup time or pickup window without the rider’s consent.

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

The Contractor is responsible for verifying that users of the Paratransit system are eligible for the service. Verification should include, but is not limited to, obtaining the client Paratransit identification card number at the time of the request for service and checking the passenger’s picture Paratransit identification card upon picking up the passenger.

### 5.2.3.3 Paratransit Performance Standards

**A** The Contractor is responsible for meeting and exceeding the following minimum ADA Paratransit performance standards:

1. A Paratransit trip shall be considered on time if the vehicle arrives at the pickup location within the 30-minute window (+/-15 minutes of scheduled/negotiated pickup time) based on GPS validated location transmitted by the vehicle.

2. Untimely drop offs shall be defined as:
   - (a) Dropping a rider off 30 minutes or more before, the rider’s appointment time
   - (b) Dropping a passenger off five minutes or less before the passenger’s appointment time
   - (c) Any passenger dropped off after their appointment will also qualify as an untimely drop off

3. Calls shall be tracked with hourly metrics identifying number of incoming calls, answered calls (including primary and secondary hold time and number of calls answered within one-minute increments), and abandoned calls. Total hold times shall be no longer than two minutes, with primary and secondary individual hold times not to exceed one minute.

4. For the purposes of performance standards, a Paratransit rider no-show shall be defined as:
   - (a) Any cancellation less than one hour before the scheduled pick up time
   - (b) Calling for a same-day hold less than one hour prior to pick up
   - (c) Customer declined trip at the door
   - (d) No call by the customer or their representative to cancel the trip 1 hour or more before the 30-minute pick up window **and**
(i) The vehicle arrives at the scheduled pickup location within the 30-minute pickup window (Operators must wait five (5) minutes at the trip origin location AFTER the appointed pick up time, or five (5) minutes upon arrival if arriving after the scheduled pick up time) and

(ii) The Operator cannot reasonably see the customer approaching the vehicle within 2 minutes

(5) A Paratransit trip denial shall be defined as:

(a) 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 Local hours of operation, while subject to the limitations of trip time negotiation.

(b) If the denied original trip negates the need for a return trip (roundtrip), the denial shall be counted as two denied trips

(c) 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

(d) 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

(i) If the rider accepts a return trip but not the outbound trip, the outbound trip shall be counted as one denial

(e) The Contractor is required to ensure no more than .25% (a quarter of a percent) of all requested trips are denied

(6) 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 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

(d) 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)

(e) The Contractor is required to ensure no more than .25% (a quarter of a percent) of all requested trips are missed.

(7) The FTA and the County defines the standard for Paratransit trip length as:

(a) Paratransit service is by nature a shared-ride service. The standard of service is not intended to reflect that of a taxi service, which typically transports passengers directly to their destination. A Paratransit trip should be comparable in length to an identical trip on the Fixed Route Local system, including the time necessary to travel to the bus stop, wait for the bus, actual riding time, transfers, and travel from the final stop to the person’s ultimate destination.
(i) The County also requires in the event Paratransit services extend beyond the service corridor, the standard shall be defined as the trip length shall be no more than twice the direct automobile ride time

(ii) The contractor shall provide detail in their proposal as to how they will track and monitor these standards

(8) Subscription Service shall be permitted in-line with the County’s Paratransit Service Rider’s Guide and shall not absorb more than 50% (fifty percent) of the number of trips available at a given time of day, unless there is a non-subscription capacity

(B) In the event of changes to ADA/FTA regulations and/or changes to the County’s Paratransit Service Rider’s Guide, then ADA and Federal regulations shall take precedence. Performance standards may change due to changes in ADA, Federal, and/or local regulations.

5.2.3.4 Paratransit Operations

(A) A Paratransit dispatcher is required to be on duty in the Paratransit dispatch office at all times while Revenue Vehicles are in service. The dispatcher will be required to monitor and respond to radio and CAD/AVL communications throughout operating hours and communicate with Operators, supervisors and maintenance personnel regarding operations, service, safety, and customer service issues.

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

(C) A strong **Supervision Component** is required for the Paratransit program that provides adequate street supervision at all times Paratransit vehicles are operating. This must include ensuring that ADA requirements are being followed in the Paratransit service delivery and that data related to fares, mileage, trips, and revenue hours are being reported accurately. The Contractor shall develop and submit to the County for approval, a supervisory/monitoring plan and procedures during the Turnover period. The plan and procedures must include methodology for performing monitoring plan tasks. The Contractor shall submit a plan that is acceptable to the County 30 Days prior to first day of Contract service operations. At minimum, the Contractor shall be required to provide 1) the names of the supervisors who worked exclusively for Paratransit service and the number of hours worked per day; the information shall be documented daily and available to the County on request and 2) on a daily basis, Paratransit supervisors shall do an on-time check of 10% of all trips at the physical location of the pickup or drop-off location of daily trips scheduled. Same day cancellations and no-shows cannot be included in the 10%; time check reports shall be documented daily and available to the County on request.

(D) Operators shall have available at all times during operation of any Revenue Vehicle an accurate time piece set each day which conforms to the CAD/AVL system clock, a hole punch for transfers, and a flashlight for pre-trip and post-trip inspections.

(E) Operators must fill out a pre-trip and post-trip vehicle inspection as outlined in the Contractor’s Operating Rules and Procedures, and State of Georgia DOT requirements.
(F) Operators will verify Breeze™ Card transactions, cash fares and paper tickets deposited in the fare box. Operators are not permitted to handle fares. If a passenger is unable to deposit their fare in the farebox due to a disability, the Operator may assist the passenger.

(G) The Contractor shall maintain the security of the fareboxes on the Revenue Vehicles and the associated revenue collection system. Operators will immediately report to dispatch all problems arising with the farebox or Breeze™ equipment. The Contractor is to immediately take actions to fix the farebox or Breeze™ equipment problem, either by providing verbal directions to Operators, dispatching a supervisor or contacting maintenance personnel to replace the vehicle.

(H) Operators will record revenue counts by passenger on the Operator’s manifest. The fare collected is to be totaled by the Operator at the end of each tour. Operators will also record on the manifest all critical times and mileage necessary to document:

1. Number of Trips
2. Passenger counted separated by primary customers and personal care attendants and/or companions
3. Revenue Hours and Revenue Mileage – First pickup to last drop off, excluding activities and no-pay items listed above in Section 5.2.3
4. Service Operation – Vehicle number, sign in, depart yard, arrive/depart each pickup, arrival back at yard, and sign out
5. Scheduled/negotiated customer pickup times, pickup window, and appointment time (if any)

(I) Operators will be required to operate the lift and assist in securing wheelchair and other mobility devices. Operators must assure that all passengers, in wheelchairs or other mobility devices, are secured by seat belts and wheelchair restraining systems.

(J) Operators must wait five (5) minutes at the trip origin location AFTER the appointed pick up time, or five (5) minutes upon arrival if arriving after the scheduled pick up time, before a passenger can be considered a no-show and the Operator departs the location. Operators must communicate immediately with Dispatch in all cases where a passenger is a no-show. Dispatch must approve the Operator’s request to no-show the passenger and place the information on the dispatch log. The Contractor shall administer the current County “No Show” Policy process in handling violations, suspension, appeal, and reinstatement.

(K) When requested by the County, Operators will distribute notices to passengers or otherwise render assistance in the County’s customer relations, promotion, monitoring, and supervisory functions.

(L) All reports produced for Paratransit service and forwarded to the County must be produced through the Contractor’s computerized automated Paratransit software, Trapeze or equivalent. The Contractor shall ensure their software will properly interface with the County’s provided CAD/AVL equipment and TransTrack software. No handwritten reports will be accepted. Custom reports are required and the information on the reports must be linked from scheduling software. The Paratransit service software used by the Contractor shall be capable of producing daily reports for Operator’s manifests and follow-up reporting of daily service delivery including, but not limited to, number of total trips, number of
revenue hours operated, number of missed trips, number of trips outside the thirty (30) minute window, and number of cancellations and no-shows.

5.2.4 Special Event Service

(A) In addition to regular service operations, the Contractor may from time to time, upon receiving specific written authorization from ATL or the County, provide special transportation services. The rate for special event service shall be paid from the start of scheduled Revenue Service to the end of scheduled Revenue Service, excluding Deadhead.

(B) No minimum hours are guaranteed for special events. Special events may be scheduled on any day of the week and at any hour. These special events could include transport of government officials, emergency preparedness planning and operations, responding to immediate emergencies, et cetera. It is ATL and the County’s policy that none of its transit Revenue Vehicles shall be used for any charter services.

(C) ATL and the County special event service is very limited – in calendar year 2018, special event service hours provided was less than 75 hours for the County and less than 30 hours for ATL. All special event service is determined by ATL and the County.

(D) Passenger fares for special events are the property of ATL and/or the County and are to be accounted for and deposited using the same procedures followed for the regular operations on the Xpress, Commuter Service and Fixed Route Local services.

5.2.5 Roadeo and Other Transit Industry Events

(A) ATL and the County encourage the Contractor to participate in transit “Roadeos” and other industry events as a means of encouraging quality service and a spirit of enthusiasm, professionalism, and cooperation. ATL Xpress and County vehicles may be utilized for transit Roadeos upon permission by ATL or the County for their respective vehicles. Neither ATL nor the County will be responsible for any of the wages, damage to the vehicles or other additional operating expenses related to participation in a transit Roadeo.

5.3 Operations and Maintenance Facility

(A) The existing North Facility will be available, for leasing from the current landlord, for shared ATL Xpress and County operations and maintenance per the terms identified in Section 5.3.2 below. ATL shall provide a South Facility for the operations and maintenance per the terms identified in Section 5.3.3 below.

(B) In addition to the Contractor/landlord contractual agreement for the North Facility, the Contractor shall be responsible for all utilities and maintenance costs for the North and South Facilities to include routine/general maintenance. The Contractor will maintain North and South Facilities in a clean and orderly condition at all times during the Contract. Maintenance and repair of the North and South Facilities will be at the Contractor’s expense. North Facility and South Facility maintenance shall be performed at levels sufficient to meet all safety and environmental requirements and ensure proper provision of transit service and care for the assigned transit vehicles and other ATL and County property.

(C) In addition, the Contractor will be responsible for the upkeep of the grounds surrounding both the North Facility and the South Facility including the area around fueling stations, Revenue Vehicle and
Paratransit/Microtransit yard (including vehicle wash area), employee/visitor parking areas, all County facilities including park and ride lots, security fencing, and signage. The Contractor’s upkeep will include weed control, pest control, and mowing grass. The Contractor will remove all oil leaks, gasoline leaks and other fluid stains from concrete and asphalt surfaces in and outside the buildings at all facilities. As seasonally required, the Contractor will remove snow and ice from the parking area and walkways/stairs and apply sand and/or salt as appropriate for pedestrian and vehicular safety.

(D) The Contractor is responsible for installation and maintenance of 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.

(E) The Contractor shall be responsible for developing, implementing and monitoring the ATL and County approved Pest Management plan. The Pest Management plan shall include weed and pest control for all facilities maintained under this Contract to include all transit vehicles and bus stops. At least twice a year or immediately upon discovery of an infestation, all facilities 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 Pest Management certified exterminator. The methods of control and application of weed control and pesticides shall minimize exposure of employees, customers, pets, service animals, and protected wildlife to the applied pesticides. The Contractor shall be required to acquire and maintain Safety Data Sheet information for all pesticides used. All pest control services costs shall be borne by the Contractor.

(F) 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 at seq. The Contractor agrees to report each violation to ATL or the County and understands and agrees that ATL or the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(G) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

5.3.1 Hazardous Waste

(A) The Contractor shall be required to store, monitor, and dispose of all hazardous waste in accordance with all EPA, state, county, and local regulations. The Contractor shall be properly registered and file and retain all manifests in accordance with EPA regulations. The Contractor shall be responsible for all costs associated with storage, monitoring and disposal.

5.3.2 North Operations and Maintenance Facility

(A) The Contractor will ensure the following functions are housed at the North Facility:

1. Commuter Service, Xpress, and Fixed Route Local dispatch with staff dedicated individually to ATL and the County
2. Commuter Service and Fixed Route Local operations
3. Paratransit Dispatch
4. Paratransit Scheduling
5. Paratransit Operations
(6) Microtransit Dispatch (when service begins)

(7) Microtransit Operations (when service begins)

(8) Operator Break Room

(9) Safety and Training

(10) Maintenance area sufficient to serve the County’s service and ATL Xpress service operating out of the North Facility

(11) Parts and equipment Storage

(12) Vehicle Fueling

(13) Vehicle Servicing and Cleaning

(14) Revenue Vehicle Washer

(15) Farebox Probing, Vault, and Revenue Counting

(16) Contractor Management and Administration

(17) Contractor shall provide a secure room with a desk, office chair, file cabinet, adequate lighting, functioning telephone and data line (for computer), for use by ATL Xpress and/or County representatives.

(B) Proposers shall utilize the North Facility for County and Xpress operating from the North

(C) North Facility Lease

(1) By agreement with the County, the Contractor leases the North Facility and makes any necessary leasehold improvements to establish its operations and maintenance facility at the North Facility (2880 Remington Park Court, Norcross, GA 30071), and set up a lease back arrangement to recover the full investment. The North Facility includes the yards for Revenue Vehicle storage, which currently accommodates 145 Revenue Vehicles, employee parking, a combined operations and maintenance building, a second additional maintenance facility, security fencing around the perimeter of the parking area, security cameras, enclosed Revenue Vehicle wash, and diesel fueling facility. A CNG fast fill and 2-unit CNG compressor system are on-site but no longer in service. The County may remove the CNG equipment during the term of this Contract. Equipment purchased by the Contractor under this Contract becomes the property of the County and ATL upon full depreciation or upon the purchase by the County or ATL of the undepreciated balance. The Contractor shall provide a bill of sale, and title where applicable, to ATL and/or the County for all equipment purchased and paid for by ATL and/or the County. All such equipment shall become the property of ATL and/or the County upon expiration or termination of this Contract. By agreement, upon expiration of the Contract or in any event upon termination by either party, the County and the ATL shall pay the Contractor for any remaining un-depreciated balance. Additionally, the Contractor, at the request of the County or the ATL, shall assign the lease for the facility over to the County or the ATL, and the County or the ATL can subsequently reassign the lease to another service contractor.

(2) County reported on the 2019 NTD capital lease expense for North Facility, that the current expense for 2880 Remington Park Court, Norcross, GA 30071 is approximately $383,582 for three leases covering the building and main yard, additional parking area for local Revenue Vehicles, and parking area for employees.
5.3.3  ATL South Operations and Maintenance Facility

(A) 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.

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

1. The Contractor will provide routine maintenance, operation and repair of the entire South Facility, which includes but is not limited to the administration building and maintenance shop and the equipment specified in the following areas on said premises: Fuel Island, Revenue Vehicle wash, retention ponds, parking lots, security gates, landscaping, and all utility related services.

2. To cause the building to be maintained in a manner deemed advisable by the ATL, including interior and exterior cleaning, and cause repairs and to the building to be made, including but not limited to electrical, carpentry, plumbing, masonry, decorating and such incidental alterations or changes therein as may be proper with the approval of the ATL. Emergency repairs i.e., those immediately necessary for the preservation or safety of the building or for the safety of personnel and visitors or required to avoid the suspension of any necessary service in the building will be made by the Contractor irrespective of the cost thereof.

3. To recommend, and with the approval of the ATL, cause all such acts and things to be done in or about the building as shall be necessary or desirable to comply with any and all orders (or violations) affecting the South Facility and placed thereon by any Federal, State, or Municipal authority having jurisdiction and orders of the Georgia Board of Fire Underwriters, the Georgia Fire Insurance Exchange or other similar bodies, except that if failure to promptly comply with any such order or violations would or might expose the ATL or Contractor to criminal or civil liability, the Contractor may cause such order or violations to be complied with after consulting with the General Manager and or Director of Transit Operations. The Contractor shall notify the ATL immediately after receipt of any order or violation, as aforesaid.

4. To enter into contracts for electricity, gas, boilers, oil burners, steam, water treatment, telephone, HVAC, plumbing, parking lot cleaning, window cleaning, rubbish removal, fuel, security agency property protection, vermin extermination and other services to aid in maintaining South Facility operations. All cost shall be the responsibility of the Contractor. The HVAC and plumbing contractors must be approved by ATL.

5. Purchase all supplies to properly clean and maintain and operate the South Facility; make all such contracts and purchases in the Contractor’s Company name. This includes paper, ink and toner for the copy machine.

6. Check all bills received for services and work for the South Facility and advise the ATL of any discrepancies with respect thereto. Pay or cause to be paid all such bills, water charges, cable bills and other assessed charges in a timely manner.

7. All maintenance, testing and operational checks of the backup generator. All repairs are to be made by an ATL approved generator maintenance contractor.
(a) Shall include semi-annual load testing of backup generator

(8) Contractor will not rent, sublet, or assign out any part of the South Facility to subcontractors.

(9) Contractor shall coordinate with the South Facility superintendent moving dates and large deliveries, so that there shall be a minimum of disturbance to the operation of the South Facility and of inconvenience to general operations.

(10) 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, 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; keep records and 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 requested maintenance cannot be completed within ten (10) Business Days, the Contractor must provide a reason and make a request for an extension.

(11) In the event equipment is purchased for use at the South Facility, the Contractor shall provide a bill of sale, and title where applicable, to ATL for all equipment purchased and paid for by ATL. All such equipment shall become the property of ATL upon expiration or termination of this Contract.

(12) All South facilities maintenance will be performed by the Contractor per the requirements of ATL’s Fleet and Facilities Plan.

(13) Some physical activities performed by maintenance workers are climbing ladders, lifting and carrying objects weighing up to 100 lbs; using power driven and basic hand tools, bending, crouching and kneeling; and working in inclement weather and hot workspaces.

(14) Moreover, the Contractor will provide the following services:

(a) Plumbing preventive maintenance, semi-annual cleaning of toilet traps and drain piping

(b) Replacement of lightbulbs and or fixtures

(c) Interior door hardware (door checks)

(d) Repair of employee lounge appliances (refrigerators, water fountains, coolers, coffee machine, microwave)

(e) Pest control

(f) HVAC Service agreements

(g) Janitorial of both buildings, service areas, pits and fueling stations (shampooing of carpets)

(h) Refuse removal service

(i) Landscaping, and grounds maintenance, including snow removal and retention pond cleaning
(j) Receiving of fuel deliveries and manual sticking of fuel tanks to ensure accuracy of fuel levels

(k) Cleaning of oil/water separators

(l) Cleaning and replacement of oil/water separator filters and any filter associated with storm water runoff

(15) As determined by ATL, services described above may be outsourced by Contractor as necessary, with written approval by the owner.

5.4 Fuel

(A) 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.

(B) The Contractor would be responsible to provide 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.

(C) 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.

(D) 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 through the fuel provider. The fuel provider shall invoice ATL directly for the fuel delivered. Fuel orders must be placed in a timely fashion by the Contractor so as to not run out of fuel. ATL currently utilizes the FuelMaster system at the South Facility.

(E) ATL and the County reserve the right at any time during the term of the Contract to require the Contractor to directly purchase fuel for use by the Contractor for the provision of the contracted transit service.

(F) 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. Prior to 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 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.
(G) The Contractor shall pay for the fuel used for Contractor support vehicles, i.e. supervisor vehicles and maintenance service vehicles (including the 7 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 or South Facilities into non-revenue equipment.

(H) The Contractor shall be responsible for procuring diesel exhaust fluid (DEF) for 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 and the County. The DEF expense portion of the invoicing 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 costs for the ATL Xpress service separately from the County Commuter Service and Fixed Route Local route service and as the fluid is dispensed.

(I) 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.

(J) 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.

(K) The Contractor shall be required to establish and maintain a contract for emergency wet fueling at the North Facility and South Facility.

5.5 Vehicles

5.5.1 Revenue Vehicles

(A) The County will provide all Revenue Vehicles necessary for County Commuter Service, Fixed Route Local service, Paratransit and Microtransit services at the outset of this Contract. The County reserves the right to add or delete vehicles as required during the term of the Contract. Section 15 lists the Revenue Vehicles currently in the fleet.

(B) The Contractor shall give the County a twelve (12) month written notice of the need for additional Paratransit vehicles. The Contractor shall justify the reason(s) for needing the additional vehicles.

(C) ATL will provide all Revenue Vehicles necessary for the operation of ATL Xpress service. ATL reserves the right to add or delete Revenue Vehicles as required during the term of the Contract. Section 15 lists the Revenue Vehicles currently in the fleet. 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. ATL is currently in the process of procuring new MCI Revenue Vehicles. As new Revenue Vehicles arrive, existing Revenue Vehicles will be retired. The Revenue Vehicles to be replaced and their assigned locations are subject to ATL review and determination.
(D) ATL may request the Contractor relocate Revenue Vehicles between facilities or to other offsite locations. Such request should be completed in a timely manner.

5.5.2 Driver Vehicle Inspection Report

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

(B) For the County, an innovative approach to ensure DVIR are completed by Operators and reviewed/addressed by maintenance staff is encouraged.

(C) ATL and the County may implement an electronic version of the DVIR. At such time, ATL and the County shall require utilization of the electronic DVIR on all ATL and/or County equipment. The Contractor shall be required to modify their defect tracking and report systems accordingly.

5.5.3 Service/Support Vehicles

(A) The Contractor must provide all other vehicles, such as those needed for supervisors, Operator relief, and maintenance for the North Facility. The Contractor may not use Revenue Vehicles for support functions without the express consent of ATL or the County’s Transit Division Director -- such consent ordinarily will be given only in emergencies. The Contractor will furnish and maintain all necessary support vehicles in order to ensure field supervision mobility, Revenue Vehicle Operator relief capability, road call maintenance, and vehicle towing throughout the service area. Towing and road call services may be handled by contractual agreements or “in-house”, at the Contractor’s discretion. It shall be the Contractor’s responsibility to make these arrangements.

(1) ATL and the County approved logos shall be applied to all Non-revenue Vehicles by the Contractor per ATL and County requirements

(B) ATL Xpress will provide 7 Non-revenue Vehicles for use in the Xpress system at the South Facility. Section 15 lists the 7 support vehicles. The vehicles are to be used by the Contractor until the end of their useful life. The Contractor is responsible for ensuring routine preventive maintenance and repairs are consistently performed on all Non-revenue Vehicles and are completed according to manufacturer recommended guidelines by an OEM authorized dealer. All vehicles provided by ATL must be maintained in a State of Good Repair and any maintenance needed to keep them at an SGR score of 3.0 or higher is the responsibility of the Contractor. All non-revenue or support vehicles must be white in color and include the Contractor’s name and Xpress decaling on the vehicle. At the end of these support vehicles useful life the vehicles shall be returned to ATL for disposal. The Contractor is responsible for obtaining replacement vehicles at the Contractor’s expense. The Contractor shall paint, letter, and maintain their replacement vehicles to the same standard as the ATL vehicles they are replacing.
The Contractor shall ensure all road support vehicles are stocked with spill kits, basic first aid kits, and fire extinguishers.

The Contractor shall procure and install in all of its Non-revenue Vehicles, communications devices compatible with current ATL Xpress radio equipment and County communications 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. In addition, 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 in regard to on-time performance and other daily operational issues.

All Non-revenue Vehicles provided by ATL will need to be replaced by the Contractor once the useful life of the existing 7 Non-revenue Vehicles has been reached. ATL will not be providing replacements. At the end of the Contract, the replacement Non-revenue Vehicles provided by the Contractor shall remain the property of the Contractor.

5.6 Vehicle Maintenance

(A) The Contractor shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of the assigned ATL and County Revenue Vehicle fleet. ATL and the County will only approve a Vehicle Maintenance Program that meets or exceeds the Original Equipment Manufacturer (OEM) recommendations. The Contractor shall be required to submit a final draft and receive approval by ATL and the County, of the Vehicle Maintenance Plan 30 Days prior to Contract service start. The Contractor’s plan shall be in accordance with the ATL and County Fleet and Facilities and TAM plans.

(B) ATL Transit Asset Management Plan is located in Attachment 4

(C) County Tier II Group TAM Plan is located in Attachment 5

5.6.1 General Terms

(A) 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 both Xpress and County transit systems in accordance with ATL Xpress and the County’s Fleet and Facility Plans. All vehicles and shop equipment 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.

(B) All repairs to the assigned ATL and County Revenue Vehicle fleet and vehicle-related equipment, furnishings, and accessories shall be performed by the selected Contractor or other approved vendors. ATL Xpress and the County shall approve all vendors/subcontractors prior to any work being performed on any ATL Xpress or County vehicles. 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. The Contractor shall perform repair work expeditiously in response to identification of problems by Operators or other staff members. The selected Contractor shall assure ATL and the County that required non-safety repairs shall not be
deferred beyond a reasonable time. The Contractor shall ensure safety defects are never deferred. ATL and the County retain the right to have any vehicle that has not been repaired within thirty (30) Days to be 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 current monies owed to the Contractor.

(1) 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 County or ATL’s name or former names including SRTA, GRTA, or PTM-Xpress.

(C) ATL and the County currently have a Transit Asset Management Plan which includes vehicle mid-life rehabilitation programs with a goal of maximizing fleet reliability and service quality, minimizing maintenance costs and extending vehicle service life. This plan calls for a comprehensive, mid-life vehicle overhauls. ATL completed a rehabilitation program on their 2004 MCI fleet in 2018.

(D) ATL will be updating the TAM in 2021 and there will be no reference to a comprehensive mid-life overhaul for fleet vehicles in the revised plan. The revised TAM plan will be guided by Performance Based Management strategic approach to decision making using actual performance data to inform decisions and outcomes. The revised TAM plan will include a powertrain re-power for fleet vehicles. The timing of the re-power will be driven by the actual performance data of the fleet as tracked by ATL Xpress staff.

(E) The Contractor shall implement the approved Quality Management Plan. The Maintenance manager shall work with the Quality and Safety 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.

(F) 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 Contractor shall provide a bill of sale, and title where applicable, to ATL and/or the County for all equipment purchased and paid for by ATL and/or the County. All such equipment shall become the property of ATL and/or the County upon expiration or termination of this Contract.

(G) In the event that ATL or the County 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 in accordance with the “Turn-Over” procedures found in Section 8 below.

(H) ATL and the County are responsible for the initial (new Revenue Vehicle) painting and replacement of decals found on their respective Revenue Vehicles. The Contractor is responsible for all body repair, painting and decal replacement due to accident, incident, and wear or as is determined to be necessary by ATL or the County. The Contractor is responsible for periodic repainting of the vehicle finish, and decal replacement due to weathering, tree and debris strikes, sign scrapes, vandalism, and any other paint or decal defect even though the defect was not caused by an accident.
Upon termination of the Contract, the Contractor shall return all ATL and County equipment to ATL and the County ready for use, with no deferred maintenance or damage. The specific procedures to be followed for this turnover are outlined in Section 7 of this RFP.

5.6.2 Maintenance Records

(A) The Contractor shall prepare, maintain, and make available to ATL and the County (or their designee), all records and data relative to the maintenance of the assigned ATL and 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 Computerized Maintenance Management System (CMMS) and electronic reporting system. Contractor’s CMMS system shall be required to be fully compatible with ATL and County 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 pertinent by the Contractor and ATL or the County. Paper and electronic versions of these files shall be organized by vehicle number. 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 ATL and the County at in point during the Contract and at the end of the Contract. Electronic files shall be provided in a compatible format for upload into ATL and the County’s EAM system. The Contractor shall provide documentation to ATL and the County ninety (90) Days prior to the Contract service start date affirming compatibility of the Contractor’s, ATL, and the County’s CMMS/EAM systems, and draft of the Contractor’s maintenance record format for ATL and County’s approval.

(B) ATL is currently in the process of procuring a new EAM system and shall provide initial training to the Contractor. The Contractor shall be required to ensure the system is fully utilized on ATL’s ‘go-live’ date.

(C) ATL or the County or their 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. All such records shall be prepared and maintained in such a manner so as to fulfill all applicable State and federal requirements. These records shall be used by ATL or the County to enable it to accurately evaluate the Contractor’s maintenance performance.

(D) The Contractor shall prepare and maintain maintenance records in a form approved by ATL and the County. Such records shall include, but not be limited to, the following:

1. DVIR -- The Contractor’s Maintenance Department will review, coordinate follow-up action and sign-off completed repairs and file DVIRs which are filled out by Operators.

2. Work orders shall be made for all tasks, including all warranty and subcontracted tasks, performed on ATL Xpress and County vehicles. The Contractor is required to create work orders for all subcontracted and warranty repairs. Work orders shall include vehicle number, vehicle LTD mileage when work order is opened, dates of complaint and repair, technician name, reported complaint, cause, correction details, labor hours and materials.

3. It is imperative that ALL warranty repairs whether performed at the North Facility, South Facility, or subcontractor’s or OEM facility must be entered into the Contractor’s CMMS in the form of work orders including all parts information, labor entries, and comments. ATL and County must be able to run specific detailed warranty reports in their systems.
(4) Other Data to be Maintained

(a) 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 vehicle.

(b) Maintenance records for each vehicle which provides the following information at a minimum:

(i) Make, model and model year

(ii) Vehicle Identification Number (VIN) and ATL or County fleet number

(iii) ATL or County Property ID number and serial number of installed County-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 number such as engine, transmission, radiator etc.

(v) License number

(vi) Date vehicle was received

(vii) In-service date with the Contractor

(viii) Life miles

(ix) 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

(x) All preventative maintenance actions, including inspections, with work orders that support the repair, parts cost, and labor cost must be signed by the technician performing the repair, whether the technician is in-house or a third-party contractor

(xi) Rebuilds and major component replacements, including date and life miles at time of replacement/rebuild and major component serial number if serialized

(xii) Removed and replacement parts (and their serial numbers), labor, and all other costs shall be entered into the system

(xiii) All subcontracted repairs, including subcontractor name, materials and labor, shall be entered into the system

(xiv) All warranty repairs, including repairs, services or retrofits performed by the Contractor, warranty provider, component or vehicle manufacturer, including name of services provider, materials and labor, shall be entered into the system

(xv) Warranty repairs, specifying the nature of the warranty repair (parts, parts and labor, labor only, cash payment)

(xvi) Preventive maintenance inspection (PMI) reports

(xvii) Vehicle defect cards (DVIR)

(xviii) Tire data, including date of install, position on vehicle, and TPMS identification number if applicable
(xix) Oil and transmission fluid 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

(xx) Oil and fluid analysis records

(xxi) Fuel, DEF, engine oil, transmission oil, and coolant daily usage

(xxii) Mileage to be identified on all work orders and daily fuel and service reports

(xxiii) Failures/Road call information

(xxiv) 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

(E) 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 ATL and the County.

(F) The Contractor shall maintain the Preventive Maintenance Inspection reports and the oil and fluid analysis records as a permanent entry into the vehicle history. The Contractor shall maintain the Vehicle defect cards (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 history. If manually produced, certain DVIRs may be required to be maintained for more than three years, with notice given by ATL or the County, or at the Contractor’s discretion, pending incident resolution or litigation.

(G) In the event vehicles are retired or removed from service, all vehicle records shall be stored and provided to the vehicle provider (ATL or the County).

(H) The proposer shall submit with its proposal a complete description of its proposed CMMS 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 accessed and read by ATL and the County or its designee at any time utilizing standard MS Office Excel software. The Contractor’s maintenance management software system (CMMS) must be fully compatible with, and fully interface with, County’s TransTrack and ATL’s Clever Devices, EAMS, and Tableau data collection, storage, reporting and analysis systems. The Contractor is responsible for ensuring their CMMS system is fully compatible with ATL and County EAM system revisions as they occur and with any new EAM systems ATL and/or the County may procure during the term of this Contract.

(I) 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.

5.6.3 Warranty Policy and Procedure

(A) The proposer shall submit with its proposal a complete and comprehensive Warranty Recovery Program for vehicles, components and facilities. The selected Contractor’s maintenance personnel and/or
subcontractors shall have knowledge of all necessary warranty reimbursement issues to ensure ATL and the County recover all funds available.

(B) The Contractor shall be responsible for all transportation, towing, pickup, and delivery of vehicles to all facilities performing off-site repairs or service.

(C) The selected Contractor shall be responsible for filing warranty claims utilizing, where available, the manufacturers’ on-line 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 ATL and the County, to be delivered not later than the fifth (5th) Day of the following month that contains the following information individually for manufacturer, vendor, supplier, warranty provider, and facility warranty claim status:

1. Number of warranty claims submitted
2. Number of warranty claims approved
3. Number of warranty claims denied and the reason for denial
4. Total cash payments received
5. Total parts (in kind) dollar amount for parts replaced under warranty
6. Total labor dollars received for warranty claims
7. Total labor claimed for in house warranty repairs
8. Total parts cost for parts provided for in-house warranty repairs

(D) The Contractor shall adhere to all warranty provisions of pre-existing the County and/or ATL procurement, vehicle, and/or component warranties. Warranty re-imbursement requirements may be subject to change during the term of this agreement.

(E) It is imperative that ALL warranty repairs whether performed at the North Facility, South Facility, or subcontractor’s or OEM facility must be entered into the Contractor’s CMMS in the form of workorders including all parts information, labor entries, and comments in line with Section 5.6.2 (D)(2), 5.6.2 (D)(3), 5.6.2 (D)(4)(b)(xiv), and 5.6.2 (D)(4)(b)(xv) requirements. ATL and County must be able to run specific detailed warranty reports in their systems.

5.6.4 Vehicle Preventative Maintenance Program

(A) 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 as a result of unsatisfactory inspection ratings, the vehicles shall not be put into operation.

(B) At a minimum, 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 ATL and/or County Approved Equals, shall be used. The Contractor shall ensure that all tasks performed will maintain the vehicle’s OEM or ATL/County 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 or the County.

(C) The proposer shall develop and submit a proactive Preventive Maintenance Program for each vehicle type, farebox type, and technology systems. At a minimum, the Preventive Maintenance Program shall adhere to the preventive maintenance schedules and standards of the industry and manufacturer and 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 components service at each interval. The Preventive Maintenance Program at a minimum shall include/address safety equipment, fire suppression system, engine/transmission, hybrid drive system components (including drive unit, coolers, batteries, etc.), fuel tanks and related valve/vent systems, air systems, cooling systems, electrical systems, hydraulic systems, charge air cooler systems, steering, brake, suspension, axles, HVAC systems, wheelchair lifts, ramps and Revenue Vehicle kneeling features, destination signs, lighting (interior and exterior), seating, accessories, emergency egress, push out windows, emergency hatches and doors, emergency lighting, and body damage. 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 Preventative Maintenance plans in-line with OEM requirements to ATL and/or 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 ATL and County staff.

(D) 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 ATL and County 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 ATL, County, 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 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.

(E) 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 or the County. The PMIs and running repairs shall receive first priority in the use of the Contractor’s maintenance resources. The Contractor shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by ATL and the County. The Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet ATL and the County’s maintenance requirements.

(F) ATL and 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.

(G) All ATL and County supplied Revenue and Non-revenue Vehicles will have a valid vehicle registration and permanent license plate provided by ATL and/or the County. It is the Contractor’s responsibility to obtain a Peach Pass from ATL and affix to all ATL and County Revenue and Non-revenue vehicles and all Contractor vehicles used to provide services for this Contract. All revenue and Non-revenue Vehicles must carry Contractor provided proof of insurance in addition to the current registration.

5.6.4.1 Vehicle Preventive Maintenance Inspections

(A) The Contractor shall maintain stated fixed-point intervals between vehicle inspections.

(B) 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.”

(C) 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.”

(D) Any incomplete vehicle inspection shall be considered as “MISSED”.

(E) The Contractor shall report any “LATE” or “MISSED” vehicle PMIs in the monthly report along with detailed explanation as to why the PMI was either “LATE” or “MISSED” and a corrective action plan.

5.6.4.2 Technology and Other Preventive Maintenance Inspections

(A) The Contractor shall develop and maintain fixed point intervals for technology, component, and/or seasonal inspections. These inspections and intervals shall be presented in final draft form by the Contractor to ATL and the County no later than thirty (30) Days prior to Contract start of service.

(B) These inspections intervals shall be in line with OEM and/or ATL/County requirements whether based on time (days), hours, or mileage.

(C) All fixed-point interval inspections shall be considered Early, Late, or Missed based on the 10% and 15% methods shown below. The Contractor shall use the 10% and 15% as the standard for all inspections. An example of time fixed point intervals (hour based) component requirements:

(1) Any component PMI inspection completed more than ten percent (10%) before its PMI fixed point interval hour is considered “EARLY” and completed more than ten percent (10%) past its PMI fixed point hour interval is considered “LATE.” For PMIs scheduled every 100 hours, the PMI must be completed between 90 and 110 hours to be considered “on time.”

(2) Any component PMI inspection completed more than fifteen percent (15%) before or after the PMI fixed point interval hours shall be considered “MISSED.” For example, for PMIs scheduled every 100 hours, a PMI completed before 85 or after 115 hours shall be considered “MISSED.”

(D) All technology, component and/or seasonal inspections and repairs must be recorded in the CMMS system in a format compatible with ATL and County EAM systems.
(E) The Contractor shall report any “LATE” or “MISSED” PMIs in the monthly report along with detailed explanation as to why the PMI was either “LATE” or “MISSED” and a corrective action plan.

(F) The Contractor shall be responsible for the safe and efficient maintenance of all assigned transit Revenue Vehicles and installed on-board equipment, and fare collection systems, required in connection with its operation of ATL and 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.

5.6.5 Mechanical Maintenance Program

(A) The Contractor shall be responsible for the safe and efficient maintenance of all assigned transit Revenue Vehicles and installed on-board equipment, including the Breeze™ fare collection equipment described below, required in connection with its operation of ATL and 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 of 3.0 or higher. The asset must fully operate and perform its designed function and not pose a known unacceptable safety risk.

(B) 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 sub-contract work, but final responsibility for the vehicle appearance, condition, quality of repairs, and repair expediency remains solely that of the Contractor.

(C) 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 County.

(D) The Contractor shall provide all:

1. Labor
2. Repairs
3. Parts and Supplies
4. Maintenance tools and equipment (in addition to tools and equipment provided by ATL and the County)
5. Diagnostic equipment and software
6. Lubricants and all fluids
7. Maintenance
8. Cleaning
9. Major components
10. Component rebuilding and replacement
(11) 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 ATL or the County)

(12) Computer Software fully compatible with current and future revisions/procurements of County and ATL software for tracking maintenance activities (Note: this will be a negotiable item in the contract award process.)

(13) Tires and wheels

(E) Generally, the selected Contractor’s Maintenance Program shall include the following:

(1) All wheelchair lift, ramp, w/c restraint systems, seat tracks, revenue vehicle kneeling, and related equipment must meet all ADA, federal, state and local requirements. All wheelchair lift, ramp, 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 inoperative 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 Revenue Service.

(2) Brake inspections and adjustment shall be performed at intervals that ensure the safe and efficient operation of the braking system, per manufacturer’s specifications. The Contractor shall utilize 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 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 a tested friction material has been approved for use by the County and ATL.

(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 properly trained on the equipment being used including the operation of the equipment and analyzing test results. 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 brake, parking brake, emergency brake, ABS and ATC systems on all vehicles shall be properly maintained, inspected, and tested to ensure full compliance with operational requirements of all federal, state, and local regulations. All service brake, parking brake, emergency brake, 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, appurtenances, 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 appurtenances) shall be repaired in a professional manner within three weeks (21 Days) of occurrences.

(4) All fluid, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times. Particular attention shall be paid to leaks, seeps, and weeps 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 shall be maintained in a safe and fully functional, as designed, condition at all times. 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, warning indicator tests shall be performed at all PMI. 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, air bags, leveling valves, kneeling system components, air leveling control systems, tie rods, drag links, steering angle and gear boxes, axle beams, etc. shall be inspected, maintained, and repaired per vehicle and component OEM requirements.

(7) The entire cooling system shall be thoroughly inspected with all defects repaired as needed. Radiators shall be kept free of dirt and other debris and shall be cleaned on a regular basis. Only high quality stainless-steel constant torque clamps shall be used. 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 shall be checked for leaks and tightness on a regular basis. All passenger compartment access panels shall be checked to ensure that the interior passenger compartment shall be 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 line with OEM, federal, state, and local requirements. Exhaust filters shall be cleaned at the appropriate intervals and as needed. Exhaust filter failures will be examined to determine root cause with corrections made to the vehicle or fleet.

(10) All engine, transmission, 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
maintained to ensure state, local, and regional opacity/vehicle emissions (as revised) and emissions standards from their original EPA certification are met.

(11) All hybrid drive system and battery systems, including batteries, DPIMs, cooling systems, cables, etc. shall be serviced, inspected 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 shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times. The Contractor shall maintain the vehicle HVAC system in a fully operational state year-round. Particular attention shall 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 at all times. The Contractor shall perform semi-annual HVAC preventative maintenance inspections.

(13) Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned or repaired in a professional manner immediately upon their discovery. The Contractor shall replace seat covers which are worn or cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced. All seats which can no longer be kept clean, have cushions which have 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. Revenue vehicle seats and interiors contaminated with bodily fluids shall require 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 ATL or 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, hand hold straps, compartment latches, lights and 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. The Contractor shall propose a vandal shield system to be installed on all passenger windows to reduce window damage and replacement cost.

(15) Windshield wiper and washer systems and mirrors shall be maintained in proper operating condition at all times.

(16) Breeze™ system fareboxes and card readers shall be maintained in proper operating condition at all times.

(17) All destination signs shall be maintained 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 or 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 change(s). Paper signs are not permitted.

(18) Bicycle racks shall be maintained by the Contractor in proper operating condition at all times. All bent, broken, and inoperable components shall be replaced by the Contractor. The Contractor
shall maintain the painted/powder coated finish on all components including rust and corrosion abatement.

5.6.6 Onboard Systems

(A) ATL Xpress Revenue Vehicles each have installed onboard a public address (PA) systems 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:

1. CAD/AVL - Clever Devices
2. Wi-Fi
3. AVS – Clever Devices
4. APC – Clever Devices
5. Cameras (inside and out) – Apollo – integrated with Clever Devices
6. Farebox –Cubic/Genfare (integrated with Clever Devices)
7. Radios – Kenwood (integrated with Clever Devices)
8. Fuel Master/AIM system

(B) ATL Revenue Vehicles have the Clever Devices system which controls and interfaces with multiple systems including the radio, Breeze™ farebox, CCTV, designation signs, stop request, video displays, passenger counter, and PA systems. A Revenue vehicle cannot be used without the Clever Devices system working correctly without ATL approval.

(C) The County Commuter Service and Fixed Route Local Revenue Vehicles have CAD/AVL, an automated feature that makes the required ADA stop announcement, PA system, security camera system, destination signs, communications systems, Wi-Fi, and fare systems. County Paratransit and Microtransit are similarly equipped but without the stop announcement system and destination signs.

(D) The County Revenue Vehicles each have installed onboard a public address (PA) systems that allows Operators to make required stop announcements, destination signs, communications systems, inverter 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 County Revenue Vehicles including:

1. CAD/AVL - Avail
2. Wi-Fi – Cradle Point/ Avail
3. APC – Avail
4. Cameras (inside and out) – TSI/Avail
5. Farebox –Cubic/Genfare
6. Radios – Kenwood
(7) Fuel Master/AIM system

(8) This list is currently in the process of upgrading or adding to some of these systems, it is expected the Contractor will maintain all that is provided.

(E) The Contractor must provide electronic technicians with sufficient training and skills to remove defective equipment and install and configure for operation equipment installed on board all vehicles.

5.6.6.1 PA Systems

(A) Maintenance and repair of automated and manual PA systems shall be the responsibility of the Contractor.

(B) Most vehicles are equipped with an automated stop announcement system linked to the CAD/AVL system.

(C) The manual PA system consists of a microphone amplifier and speakers located inside and outside the Revenue Vehicle; these systems are to be used by Operators to make stop announcements as required by the American Disabilities Act (ADA). Volume should be set on these units so that customers can easily hear the announcements over the noise of the vehicle.

(D) If the vehicle has a non-functioning automated stop announcement system, the vehicle can be used for service as long as the manual PA system is functional. 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 unless no other vehicle is available. In the event that a Revenue Vehicle must be placed in service with non-functioning equipment the Contractor shall report such to ATL and the County for approval.

(E) The manual PA system should be inspected prior to each pull out. If the Revenue Vehicle only has a non-functioning manual PA system, the Revenue Vehicle must not be used in service, unless no other vehicle is available. In the event that a Revenue Vehicle must be placed in service with non-functioning equipment the Contractor shall report such to ATL and the County for approval.

5.6.6.2 Inverters

(A) 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. Currently, County vehicles do not have inverters or USB charging ports but are being considered for installation on the planned Commuter Service Revenue Vehicle overhaul and as part of future new Commuter Service Revenue Vehicle procurements. Inverters being replaced must have the same functions and be of the same type (sine wave etc.) as the OEM.

5.6.6.3 Fare Systems

(A) Breeze™

(1) ATL participates in the regional Breeze™ Automated Fare Collection (AFC) System which is used for collection of passenger fares for ATL’s Xpress Service (XPRESS), the Metropolitan Atlanta Rapid Transit Authority (MARTA), Cobb County (CobbLinc), and the County.
(2) Using Breeze™ passengers may complete a journey on vehicles from any of these systems using a Breeze™ smartcard, which permits transfers between systems. Data from each use of the card is collected into a central computer shared by all agencies.

(3) The Breeze™ system consists of a regional back office and clearinghouse managed by MARTA, GFI probing and vaulting equipment at garage locations and GFI Fastfare fare boxes with Cubic breeze card readers (TR2). The fareboxes are used to collect cash, with integrated smartcard technology for support of Breeze™ Smartcard fare products.

(4) The County also participates in the regional Breeze™ fare collection system but utilizes GFI Odyssey fare boxes.

(5) Responsibilities for each are as follows:

(a) **ATL Xpress Service**

(i) ATL will provide equipment necessary for operation of the Breeze™ AFC for Xpress services including but not limited to probing equipment, Wi-Fi, garage PC/Server with firewall, UPS power supply, and network infrastructure.

(ii) AFC operation and maintenance is responsibility of the Operating Contractor, who is expected to ensure that AFC equipment is operated and maintained according to manufacturer specifications, ATL will provide an AFC maintenance contract at an agreed upon level. In addition to the duties listed, the Contractor shall provide cost to optionally provide all Manufacturer recommended Preventive Maintenance, including monthly PM inspections for garage computers and semi-annual PM inspections for driver control units, fareboxes, and receiver vaults.

(iii) The Contractor will be required to acquire OEM service, maintenance, and repair training for the GFI fareboxes and Cubic card readers and is responsible for performs Firmware and Software Upgrades as needed.

(iv) The Contractor is responsible for maintaining an inventory of new or repaired spare components in good condition and ensuring spares will be available at North and South Facilities for all onboard fare equipment and shall provide reports to ATL monthly detailing the status and condition of AFC assets.

(v) Contractor will be responsible for providing First Line Support for the AFC, identifying issues with Breeze™ onboard equipment through review of Breeze™ maintenance reports, information provided by Operators during pre-Trip and post-Trip inspections, or as reported by Xpress Customer Service or staff.

(vi) ATL will furnish an appropriate number of spare fare boxes and Breeze™ equipment for use by the Contractor at the start of this agreement. The cost of any additional fare box equipment will be the responsibility of the Contractor.

(vii) The Contractor is responsible for all costs of repairs to components of the Breeze™ equipment that have been subject to abuse, improper corrective maintenance (CM) or preventive maintenance (PM), accident or vandalism.

(viii) Contractor provides clean dedicated environmentally controlled Workspace for use by AFC Maintenance Contractor on site staff.
(ix) ATL is responsible for maintaining control for fare box locks and keys, and any replacement keys or locks needed for ongoing maintenance of GFI fare box equipment must be coordinated through the ATL Chief Finance Officer. If the Contractor misplaces any keys any costs with replacing keys will be the responsibility of the Contractor.

(x) ATL is responsible for providing Network Communications Infrastructure needed to support AFC operations, and provides First Line Support for Ticket Office Machines and Network infrastructure.

(b) County Service

(i) The Contractor will complete all repairs and preventive maintenance for the GFI Cents-A-Bill and Odyssey fare boxes, 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 fare box, including but not limited to; coin mechanism, bill acceptor, mater controller, cashbox etc.

(ii) Contractor is responsible for the maintenance, repair, and replacement of the Garage Computer systems used for GFI System fare collection system, including probes, computers, networks, and other associated fare collection equipment. The County will provide the initial equipment to begin the Contract.

(iii) The County will furnish an appropriate number of spare fare boxes, and Breeze™ equipment for use by the Contractor. Any additional fare box equipment will be the responsibility of the Contractor.

(iv) The Contractor will be responsible ensuring that an inventory of farebox, Breeze, and fare collection spare components is maintained in good condition and stored in a secure location.

(v) The Contractor is responsible maintaining control of fare box locks and keys, and any replacement keys or locks needed for ongoing maintenance of GFI fare box equipment must be coordinated through The County Staff.

(vi) The County has a combination of GFI and Cubic fare collection systems. The County’s Cubic equipment is maintained by Cubic under a separate contract between the County and Cubic. Cubic’s contract with the County covers maintenance and servicing for on-vehicle and Cubic equipment in support of the Contractor.

(vii) The responsibility for assuring all Cubic and GFI fare collection equipment (including spare component inventory) is fully functional is with the Operations and Maintenance Contractor.

(viii) The County currently has a contract with Cubic to address Breeze™ DCU/LV problems and concerns. The Contractor shall contact Cubic when problems occur. The Contractor shall maintain a record of all requests to Cubic including dates and times of request and response.

5.6.6.4 Radio Communications

(A) The Contractor shall be responsible for ensuring that all ATL and County vehicle radio systems are maintained in good operating condition. The Operator must test radio communication as part of the
pre-Trip inspection process by contacting dispatch. 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.

5.6.6.5 CAD/AVL

(A) The Contractor’s maintenance department will be responsible for running equipment diagnostics to determine root cause of any equipment malfunction. It is the responsibility of the Contractor’s electronic technicians to acquire proper replacement components for the AVAIL or Clever Devices systems from ATL IT personnel or project manager.

(B) Items that might require replacement include:

(1) Cameras (interior & exterior)
(2) IVU’s
(3) DVR’s
(4) APC’s
(5) Hard Drives
(6) RCU’s
(7) Amplifiers
(8) Wi-Fi
(9) Toughbook’s (laptops)
(10) Power supplies
(11) MDT displays
(12) GPS antennas
(13) Tablets (Clever Devices)

(C) For additional assistance with equipment diagnostics, equipment replacement and general troubleshooting the Contractor shall reference the AVAIL or Clever Devices Troubleshooting Guides as appropriate. The AVAIL troubleshooting guides will be provided by the County along with a copy of the County’s CAD/AVL Standard Operational Procedure (SOP). The SOP will contain all areas related to troubleshooting and routine preventive maintenance of the system per the warranty and contractual requirements. 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.

(D) The Contractor shall be required to maintain all aspects of the CAD/AVL systems including ATL Revenue Vehicles which utilize Clever Devices CAD/AVL radio functionality.

5.6.7 Additional Fleet Equipment

(A) The Contractor is responsible for maintaining the following equipment on ATL Revenue Vehicles.

(1) Ultra-Capacitor Start Assist – Vanner (only on 32 ATL Revenue Vehicles (300-331)


(B) The Contractor is responsible for maintaining Sports Works model DL-2 Bike Racks on all County Revenue equipment.
5.6.8 Tires

(A) The Contractor shall be responsible for providing tires for all Revenue Vehicles without additional cost to ATL or 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 ATL or County wheels, will be owned by ATL or the County and will remain ATL or the County’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. Tire pressure shall be maintained in accordance with the OEM or tire manufacturer’s recommendation and shall be checked at minimum on a weekly basis. Tire pressure shall be checked on a minimum 20% sample of Revenue Vehicles for each service mode (ATL Xpress and the County) on a daily basis.

(B) 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.

(C) Tires shall be branded with serial numbers and tracked by vehicle number and installation position.

(D) Revenue vehicles originally equipped with low rolling resistance tires shall only have tires replaced with the same manufacturer and low rolling resistance model and rating as originally equipped.

(E) Recap, retread and/or re-grooved tires shall not be permitted on any Revenue Vehicle.

(F) 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. ATL currently utilizes Bendix SmarTire TPMS system.

(G) 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 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 ATL or the County. All tires shall be balanced.

(H) Tire disposal expenses shall be borne by the Contractor.

5.6.9 Vehicle Damage

(A) 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. ATL and the County shall have prior approval of any repair facility proposed by the Contractor. ATL and 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 or the amount will be deducted from current monies owed to the Contractor.
(B) If the Revenue Vehicles are damaged due to neglect of maintenance, poor workmanship, or inappropriate repairs by the Contractor, ATL or 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 or deduct the invoice amount from current monies owed to the Contractor, if any.

5.6.10 Parts Inventory

(A) 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 after-market parts with the exception of 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 ATL or the County prior to installing the parts on the vehicle. ATL and the County reserve the right to reject the use of any after-market products that may be found not to provide better or equal service as the OEM product.

(B) The Contractor shall be responsible for maintaining an inventory of spare parts and materials and for providing any and all parts and materials necessary for the proper maintenance of all Revenue Vehicles and equipment used in the provision of service. The Contractor shall establish and maintain reasonable inventory levels to enable timely repair of vehicles and equipment of no more than three (3) Days. No parts 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 agreed upon fair market price.

(C) Parts inventory for Non-revenue Vehicles is not required as those vehicles must be taken to the OEM dealer for repair.

(D) The Contractor shall only use parts that will maintain OEM and component warranty and/or extended warranty status. ATL and the County reserve the right to reject any part from any supplier or manufacturer at their discretion.

5.6.11 Tools and Equipment

(A) All tools and equipment required to maintain the assigned transit Revenue Vehicles are the responsibility of the Contractor, except as may be noted in the Contract.

(B) As part of a new Revenue Vehicle procurement, ATL has acquired and shall provide three “Bus-in-a-box” units to use for training and trouble-shooting 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 for use on their new MCI Revenue Vehicles. The Contractor shall be responsible for the condition, maintenance, software renewals and updates for all ATL owned equipment. The Contractor shall return all ATL owned
equipment in good working condition to ATL at the end of the Contract. The Contractor is responsible for any and all software renewal costs after current software leases expires.

(C) The County has provided a vehicle-in-a-box units to use for training and trouble-shooting the CAD/AVL systems and two farebox for training. The Contractor shall be responsible for the condition, maintenance, software renewals and updates for all County owned equipment. The Contractor shall return all County owned equipment in good working condition to the County at the end of the contract.

(D) In the event new equipment is procured, the Contractor shall provide a bill of sale, and title where applicable, to ATL and/or the County for all equipment purchased and paid for by ATL and/or the County. All such equipment shall become the property of ATL and/or the County upon expiration or termination of this Contract.

5.6.12 Vehicle Towing

(A) In the event that towing of any assigned Revenue Vehicle is required due to mechanical failure or damage; the Contractor shall be responsible to provide such towing at the Contractor’s sole expense. The Contractor shall provide a written policy and procedure regarding Vehicle Towing and shall provide a list of selected towing providers that the Contractor has an agreement with. The Contractor shall submit a policy and procedure to ATL and the County for approval consideration.

5.6.13 Emissions Control Programs

(A) The Contractor shall perform and certify such tests of equipment required to meet ATL, County, other local, State, and federal requirements related to exhaust smoke and engine emissions.

5.6.14 Oil and Fluid Analysis

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

1. Engine oil – every 6000 miles as part of the PMI
2. Transmission oil – every 48,000 miles as part of the PMI
3. Differential oil – every 30,000 miles as part of the PMI
4. Engine coolant – every 6000 miles as part of the PMI

(B) 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 for 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) DR (Ferrography)

(C) 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 and lead etc., and silicates.

(D) 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.

5.6.15 Maintenance Evaluations

(A) The Contractor shall allow ATL and the County access to the Contractor’s facilities and records to monitor the Contractor’s maintenance performance as ATL or the County deems necessary. ATL and/or the County 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. ATL or 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 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. The Contractor’s Quality and Training Manager shall assist as needed. ATL and/or the County shall make every effort to not disrupt the Contractor’s normal routine or work functions during announced or unannounced inspections.

(B) The Contractor shall, upon request by ATL or the County, immediately remove from operation any Revenue Vehicle that is determined by ATL, County, or their designee to not be in compliance herewith and shall repair, clean, or take any other actions reasonably requested by ATL or the County in order to cause such vehicle to be in compliance. Nothing in this provision or in any inspection or approval by ATL or 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.

(C) Out of Service Designation shall include:

   (1) Tires with air pressure below 20% of recommended pressure

   (2) Tires with less than 4/32" tread depth

   (3) Inoperative emergency exits/doors/windows

   (4) Inoperative communications devices (CAD/AVL, Radio, Cameras, Farebox) unless authorization is given by ATL or the County
(5) Inoperative, expired or missing safety equipment
(6) Revenue vehicle seats and interior components contaminated with bodily fluids
(7) ADA Wheelchair lift, ramp and kneeling features inoperable for any reason
(8) ADA Wheelchair tie downs or seat sliders inoperable for any reason
(9) Inoperative PA system per Section 5.6.6.1
(10) 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
(11) Inoperative Automatic fire suppression system
(12) Any condition not in compliance with applicable federal or State Regulations

(D) Vehicle shall continue to have the “Out of Service” designation until it is brought into compliance. 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. New out of service designations shall be entered into the EAMS system by the Contractor as they occur. In the event of conflicting out of service requirements between CVSA, ATL, and the County, the more stringent requirement shall prevail.

5.6.16 Daily Vehicle Servicing

(A) 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 not be limited to:

(1) Fueling to include refill of DEF tank
(2) Engine oil, coolant level in all reservoirs, windshield wiper fluid, hydraulic or power steering fluid, brake fluid, and transmission fluid check/add.
(3) Farebox probing, vault pulling and replacement
(4) Tire inspection (air pressure, tread depth, and wear) (20% of the fleet per day) to ensure 100% of the fleet is checked every 5 Days
(5) Lights and flashers check
(6) Interior sweeping and dusting.
(7) Movable seat tracks must be cleaned and kept clear of all debris to permit easy movement of seats for mobility device access
(8) Exterior and interior visual inspection
(9) Litter - Removal of all litter/trash from all areas in the interior and exterior of the vehicle
(10) Graffiti - All graffiti, interior and exterior, shall be removed as soon as practicable, but within twenty-four (24) hours, preferably 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 Revenue Service until corrected.

(11) At a minimum, all Revenue Vehicles shall have the exterior washed 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 their return from service before being returned to service.

(B) 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 or County 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.

5.6.16.1 Vehicle Cleaning

(A) COVID-19 Note: This schedule does not account for additional cleaning due to COVID-19. The County and ATL will ask for additional cleaning schedules due to COVID-19 to be submitted as a separate line item so adjustments can be made as pandemic conditions adjust.

(B) 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 prior to 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. Contractor will provide SDS sheets for chemicals being used during the cleaning process.

(C) 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 a detailed cleaning as necessary, but at least every thirty (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.

(D) All graffiti, interior and exterior, shall be removed as soon as practicable, but within twenty-four (24) hours, preferably 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 Revenue Service until corrected.

(E) 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 instruction 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.

(F) 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.

(G) 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.
5.6.16.2 Minor Detail Services

(A) The Contractor will perform a Minor Detail on each vehicle every thirty (30) Days. Minor Detail will consist of the following items and items are subject to change by ATL or the County with 48-hour notice to the Contractor:

1. Exterior Work: All wheel wells, flaps, and heavily soiled areas will be hand scrubbed. Service provider will clean engine compartment doors, all exterior access doors, handles and latches, and any seams and joints on the exterior of the unit.

2. Exterior Glass: Clean all windows, including front and side glass at the front and side destination signs and mirrors, using glass cleaner and scraper when necessary for the removal of graffiti, finger prints, 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.

3. Litter: Removal of all litter/trash from all areas in the interior and exterior of the vehicle.

4. 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.

5. All graffiti, interior and exterior, shall be removed 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 Revenue Service until corrected.

6. 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 ATL or the County. No residue must be left after the cleaning process is complete.

7. Floors: Clean flooring areas with soap and water to include Operator’s area, 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 water hose for cleaning the inside floors or walls is strictly prohibited and the use of said water hose will result in the termination of the Contract.

8. 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.

9. Clean Operator compartment. Clean all switches, wipe all gauges, wipe rear-view mirror, clean radio area left of Operator’s seat, dash area, Operator’s safety barrier.

10. Clean fare box with general purpose cleaner.

(B) Required items are subject to change by ATL or the County with 48-hour notice to the Contractor.

5.6.16.3 Major Detail Services

(A) The Contractor will perform a Major Detail on each vehicle every six months on all County Revenue Vehicles and quarterly on all ATL Revenue Vehicles. Major Detail will consist of all monthly Minor Detail Services and the following items:

1. Interior Light Fixtures: Disassemble, clean, and reassemble all transit Revenue Vehicle overhead light covers. Extreme care must be taken and safeguards in place to protect all electrical components and systems from water damage during the cleaning process.
(2) 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.

(3) Surface Treatment: Armor-All or 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 and steering wheel and fare box. 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.

(4) Exterior Waxing- All Revenue Vehicles will be required to 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. Final product is to be free of swirl marks and haze.

(5) Pressure wash engine and undercarriage

(B) Required items are subject to change by ATL or the County with 48-hour notice to the Contractor.

5.6.16.4 COVID-19 Cleaning Requirements

(A) In addition to the cleaning schedule already noted in the scope of work, the Contractor shall perform the following cleaning items which have been added in response to COVID-19:

(1) GCT Revenue Vehicles and Bus Stops
   (a) All GCT Revenue Vehicles shall be disinfected daily with a Bioesque solution and using a professional grade disinfectant sprayer for even mist and residue free drying.
   (b) All GCT Fixed Route Local and Paratransit Vehicles shall receive a high touch area wipe down in the midday of service Monday through Friday.
   (c) The Contractor shall ensure all Revenue Vehicles have hand sanitizer and mask dispensers available and refilled daily for customer use.
   (d) The Contractor shall provide all Operators with their own personal container of disinfectant wipes, gloves, masks and hand sanitizer.
   (e) Additional trash pickup and cleaning of bus stops.

(2) ATL Revenue and Non-revenue Vehicles
   (a) All ATL Revenue and Non-revenue Vehicles interiors shall be disinfected daily including all high touch areas and high foot traffic areas using products promoted to eliminate 99.9 % of germs.
      (i) The Contractor has the option to disinfect daily using a Bioesque solution with a professional grade disinfectant sprayer for even mist and residue free drying.
   (b) All Xpress vehicles shall receive a bi-weekly deep cleaning that includes disinfecting all interior areas of the bus including technology equipment, Operator’s area, and passenger seating.
   (c) The Contractor shall provide all Operators with their own personal container of disinfectant wipes, gloves, masks and hand sanitizer.

(3) North and South Facilities
(a) High touch areas shall be wiped down multiple times per day at regular intervals including all:
   (i) Restrooms
   (ii) Breakrooms & lunchrooms
   (iii) Tables & counters
   (iv) Doorknobs
   (v) Light switches
(b) North and South Facilities shall be disinfected daily
   (i) Clean and disinfect common areas and high-touch areas daily with attention to:
   (ii) Soft (porous) surfaces, such as carpeted floor and rugs;
   (iii) Remove visible contamination if present
   (iv) Clean with appropriate cleaners indicated for use on the surfaces being disinfected.

(B) It is not expected that this cleaning regimen will be required the full term of this Contract.

   (1) Refer to Section 3.23(A)(3) for COVID-19 Cleaning Task Order Proposal requirements.

(C) The Contractor shall use only EPA registered products promoted to eliminate 99% of germs when performing all cleaning tasks identified in this Section 5.6.16.4 including ‘wipe down’, deep cleaning, and disinfecting all Revenue and Non-revenue Vehicle and North and South Facilities.

(D) Contractor’s COVID-19 cleaning requirements may be revised in response to federal, State and local guideline changes.

5.6.16.5 Vehicle Cleanliness Inspections
(A) ATL or 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:

(B) Interior:
   (1) 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 sealed

(C) Exterior:
   (2) 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 painted or polished.
(D) Items to be checked are not limited to, but shall include the following:

| (a) Operators Work Station | • Front dash and fare box |
| • Operator’s area | • Floor area |
| • Pedal area | • All dash controls |
| • Windshield cleaned | • Operator’s side windows and tracks cleaned |
| • All panels in Operator’s area top and bottom |

| (b) Interior Revenue vehicle Area | • Fender wells |
| • Kick panels | • Radio box |
| • Area behind radio box | • All interior windows and glass |
| • All interior window seals and tracks | • Grab rails |
| • Walls, left and right side, upper and lower | • Ceiling |
| • All seats free from gum | • All seats free from soiling, stains, and graffiti |
| • All seats back 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 |
| • A/C grills | • Step lights |
| • Emergency hatches | • Wheelchair tie down areas and equipment |
| • Clean and wipe down overhead bins where applicable | • Floors mopped |
| • Front/rear doors cleaned, including seals | • Moveable seat tracks free from debris |

| (c) Exterior Revenue vehicle Area | • Headlight assembly under and above cavity |
| • Windshield | • Mirrors/mirror housing |
| • Doors front and rear | • Light lenses |
| • Side/top marker lights | • Tail/stop lights |
| • License plate | • Body panels |
| • Air intake panels | • Compartment doors |
| • All seam and joints | • Fuel door |
| • All fender skirts | • Bumpers front/rear treated |
| • All exterior windows/glass | • All exterior light fixtures and cameras |
| • All seams and joints cleaned on entire vehicle | • Check decals and their condition |
| • Engine door, exterior/interior doors cleaned and inside and out. | • License plate and lenses |
| • Tail/brake/reverse lights lenses and rims cleaned/polishes/waxed | • Window tracks |
| • Seals | • Fender wells |
| • All doors | • Access doors |

5.6.16.6 Vehicle Pest Control

(A) 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 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 the Transit Maintenance Manager. The Contractor shall be required to identify a licensed exterminator and acquire and maintain SDS information for all pesticides used. All pest control services costs shall be borne by the Contractor.

5.6.16.7 Compliance Monitoring

(A) ATL and 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 ATL and County vehicles operated by the Contractor. Monitoring will be accomplished by ATL and County Operations staff, 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 probative value in establishing occurrences with this section.

(B) ATL and the County may utilize the services of an independent maintenance auditing firm to inspect a portion of the Xpress or County 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.

5.7 Facilities and Equipment Maintenance

(A) 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 County transit systems and submit the document to each client prior to Contract start-up. The program is subject to ATL and the County’s approval.

(B) 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 Contractor fails to complete necessary repairs, ATL or the County may have these repairs completed and bill repair expenses to the Contractor. The amounts of these expenses may be withheld from the monthly amount due to the Contractor.

5.7.1 Fueling and Equipment Maintenance

(A) 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 and South Facilities electronically records the fuel dispensed for each vehicle fueled into a permanent vehicle record on a daily basis.

(B) Proposers will submit a plan with their responses to the RFP that emphasizes 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
proposer’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.

(C) The Contractor shall provide all monitoring, recording, filing, reports, and preservation of reports required by local, State, and Federal authorities in regard to Underground Storage Tank facilities and equipment at the South Facility. ATL participates in a state-wide program that monitors and provides repair services for UST and fueling equipment at no additional cost to ATL or the Contractor unless the damage was caused by negligence of the Contractor. The Contractor shall repair any 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.

(D) The Contractor shall be responsible for maintaining DEF storage, dispensers, nozzles, piping, and pumps, etc. at the North and South Facilities. This also includes the AIM’s system installed on the bus that interfaces with the pump controls.

(E) The Contractor shall be responsible for maintaining all bulk fluid storage containers, monitoring systems, piping, and related records at the North Facility. This also applies to the fueling systems at the South Facility unless those systems are covered under the State of Georgia GUST maintenance agreement provided by the State.

(F) 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.

5.7.2 Passenger Facilities (County Service Only)

(A) The Contractor will be responsible for cleaning and maintaining one (1) transit center (Gwinnett), three (3) park and ride facilities, and approximately 900 Revenue Vehicle stops (including 61 County-owned Revenue Vehicle shelters), including IPM scheduled and unscheduled pest and weed control. In addition to the requirements below, unsightly conditions reported to the Contractor by the County or the public will be corrected within twenty-four (24) hours. Unsafe conditions, such as damaged facilities, will be responded to as quickly as possible, but no longer than twenty-four (24) hours after being reported. The Contractor will be responsible for removing snow and ice from parking lots and walkways and applying sand and/or salt as appropriate for vehicular and pedestrian safety.

5.7.2.1 Transit Center and Park and Ride Facilities (County Service Only)

(A) The Contractor shall monitor all Gwinnett County Transit facilities including the Gwinnett Transit Center Monday through Saturday and all park and ride lots Monday through Friday. The park and ride properties currently in operation are leased by the County on a long-term basis, while the Gwinnett Transit Center is owned by the County. The Gwinnett Transit Center is located at The Gwinnett Place Mall adjacent to the intersection of Satellite Boulevard and Gwinnett Plantation Way and includes a circular Revenue Vehicle bay/transfer area, small park-ride lot, and taxi queuing area. The four park-
ride lots are located at 1) I-985 and Buford Drive, 2) Sugarloaf Mills at I-85 and Sugarloaf Parkway/North Brown Road and, 3) I-85 and Indian Trail-Lilburn Road. The Contractor’s road supervisors, Revenue Vehicle Operators, and park and ride lot attendants shall be utilized to monitor the properties. Customer comments and requests also will provide information related to maintenance requirements. The Contractor will be responsible for labor and materials used in the performance of this work.

(B) General cleaning/maintenance of passenger facilities will be conducted, at a minimum, as follows:

1. **Daily.** The Contractor shall empty and clean trash receptacles; remove trash and litter from the immediate surrounding area (20 feet); remove pine straw, leaves and debris; eliminate any graffiti or unauthorized advertising; and perform a field inspection to identify and document any additional maintenance requirements.

2. **Weekly.** At minimum during growing season, and other weeks as may be required, the Contractor shall, mow, edge, blow, trim turf, and weed landscape beds; control litter as required; and clean shelters, including glass and benches.

   (c) For any eroded areas, the Contractor shall fill with topsoil and grass the area, or mulch if the area is a landscaping bed.

   (d) Semi-annual. The Contractor shall clean and replenish any mulched areas with mulch placed to a 4” thickness of material.

(C) The Contractor shall be responsible for maintaining shelters, benches, trash receptacles, smokers, bike racks and landscaping. Landscaping maintenance will be done in accordance with the American Nurserymen’s Association Guidelines for turf, shrubs and trees.

(D) At the I-985, Sugarloaf Mills, and Indian Trail park and ride lots, the Contractor shall be responsible for providing attendants at these lots, Monday through Friday, at minimum from 8:30 a.m. to 5:30 p.m. The lot attendants required for security will be responsible for the general cleaning/maintenance functions as described above, as well as their security monitoring activities. Subject to approval by the County, the proposer shall develop a staffing plan that, in addition to lot attendants, utilizes other Contractor employees such as road supervisors, etc. While maintaining coverage, the staffing plan can be designed to be rotational across times of day and lots in ways that are non-discernible.

(E) The Contractor will complete and maintain documentation (e.g., checklists) for inspection, reporting, and maintenance activities.

(F) The County is responsible for maintaining asphalt, concrete, signs, striping, and other pavement markings at the facilities. The County is responsible for lighting maintenance and utility costs at the facilities.

5.7.2.2 Revenue Vehicle Stops and Shelters (County Service Only)

(A) The Contractor shall monitor all Revenue Vehicle stops and shelters on a continuous basis. The Contractor’s road supervisors and Revenue Vehicle Operators can be used as a monitoring resource. Customer comments and requests also will provide information related to maintenance requirements. The Contractor will be responsible for labor and materials used in the performance of this work. Contractor also will be responsible for cleaning and maintaining current and future Revenue Vehicle stop and County-owned shelter improvements. While InSite Street Media LLC or its successor maintains
its Revenue Vehicle shelter locations under a separate contract, the Contractor will be responsible for notifying InSite Street Media LLC of any issues noted at their shelters as part of the monitoring process.

(B) General cleaning/maintenance of Revenue Vehicle stops will be conducted at a minimum as follows:

1. **Twice a Week.** The Contractor shall remove pine straw, leaves and debris; remove trash and litter from surrounding areas (20 feet) at all Revenue Vehicle stop locations within the County and County Revenue Vehicle stops on route 10 between the County line and the MARTA Doraville station (note that surrounding areas include private property if the trash/litter reasonably appears to have been generated by County patrons); empty and clean trash receptacles where provided; eliminate any graffiti or unauthorized advertising; and perform a field inspection to identify and document any additional maintenance requirements such as related to signposts, signs, etc. The Contractor will be responsible for responding to any maintenance issue that may occur outside the regular maintenance schedule.

2. **Weekly.** At minimum during growing season, and other weeks as may be required, the Contractor shall, mow, edge, blow, trim turf, and weed landscape beds within ten (10) feet of the Revenue Vehicle stop sign and/or County-owned shelter; control litter as required; and clean County-owned Revenue Vehicle shelter surfaces and benches.

3. For any eroded areas, the Contractor shall fill with topsoil and grass the area, or mulch if the area is a landscaping bed.

4. **Semi-annual.** The Contractor shall clean and replenish any mulched areas with mulch placed to a 4” thickness of material.

(C) The Contractor will complete and maintain documentation (e.g., checklists) for inspection, reporting, and maintenance activities.

(D) The Contractor is responsible for maintaining and updating the computerized County’s Revenue Vehicle stop inventory which delineates the location of all Revenue Vehicle stops, the routes that serve each stop, and the improvements located at each stop. This stop database is currently being developed in TransTrack.

(E) The Contractor shall evaluate requests for additional stops and make recommendations to the County on stop additions, removal and relocations. The recommendations shall be based on ADA, safety and community considerations. The recommendations shall be accompanied by complete documentation for each of the proposed signs, including sketches of the site with information on adjacent roads, land uses, and ADA requirements. In addition, the Contractor will undertake this task for any new routes or realigned routes.

(F) As directed by the County, the Contractor will install Revenue Vehicle stop sign posts at the stops approved by the County. The work will not involve any engineering or construction of concrete pads. Immediately upon Contractor observation of need for a replacement Revenue Vehicle stop post, or notification of same by the County, the Contractor will call Georgia 811 and wait the required 48-hours, and then replace the Revenue Vehicle stop post and sign.

(G) The County will provide all sign faces and the specifications for posts. The Contractor will provide all signposts in accordance with the County’s requirements. The Contractor will store and maintain the
inventory of all sign posts and sign faces by type and advise the County when additional sign faces need to be purchased.

(H) The Contractor shall also assist the County to identify Revenue Vehicle stops that are appropriate candidates for improvements, such as trash receptacles, benches or shelters. The County reserves the right to purchase and install its own Revenue Vehicle stop improvements, to negotiate with the Contractor to perform this work or to contract with an independent contractor, whichever is deemed in the best interests of the County.

5.7.3 Technology and Other Equipment

(A) The Contractor shall repair, maintain in good condition, and replace, as necessary, equipment outlined throughout this RFP used in the County maintenance and operations or ATL Xpress transit maintenance and operations. The Contractor is responsible for the replacement of any equipment damaged through negligent operations. All replacements made by 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 County or ATL’s approval. Proposals must detail how all Contractor responsibilities will be discharged. Section 17 to this RFP lists the County-owned and ATL-owned shop equipment.

(B) The Contractor shall provide a final draft IT Asset Management (ITAM) plan covering all aspects of County technology for review and approval by the County no later than thirty (30) Days prior to 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.

(C) ATL Xpress and the County will provide equipment and support for the successful operation of technology systems provided by ATL Xpress and the County in support of Operations. The Contractor will coordinate training with ATL or the County for staff in use of systems provided for their use.

(D) Control of and accountability for all handheld radios is a critical security requirement. As such, quarterly inventory control audits must be performed by the Contractor and submitted to ATL. If a radio is lost or stolen, it must be reported to ATL at servicedesk@srsa.ga.gov within one (1) hour of confirming that it is lost or stolen. ATL will remotely disable the radio. If the radio is found or recovered, ATL can re-enable the radio. If a radio is lost, it is the Contractor’s responsibility to replace the radio with a similar model and features.

5.7.3.1 Computer Hardware and Software

(A) ATL Xpress Service

(1) The Contractor shall provide and maintain all personal computers, printers and software utilized by its employees. ATL will provide computer(s) and Tablets necessary for the operation of Clever CAD/AVL and Dispatch Radio Communications

(2) The Contractor shall provide OEM diagnostic software, software licenses and renewals, and hardware used to troubleshoot Xpress Revenue Vehicles.

(3) ATL is responsible for systems security and compliance of all Xpress technology systems.

(4) ATL shall provide networks services and support for Xpress operations, including Internet access needed for business operations and fare systems networks.
(5) ATL maintains a copier at its South Facility, available for use by the Contractor. The Contractor shall be responsible for reimbursing ATL for all costs associated with use of ATL owned copiers.

(6) ATL will provide Security and Access Control Systems for its South Facility, the Contractor shall administer this system and be responsible for the access control cards, the costs and inventory. Ensure that the system installed at garage under their control are compatible with ATL’s HID based keycard systems.

(B) County Service

(1) The Contractor shall provide and maintain all personal computers, printers and software utilized by its employees with the exception of County-owned GFI fare collection hardware/software, and Breeze™ fare collection hardware/software as listed; the Contractor equipment will remain the property of Contractor upon Contract termination.

(2) The Contractor shall provide OEM diagnostic software used to troubleshoot County vehicles

(3) The Contractor is responsible for systems security and compliance of all County technology systems.

(4) The Contractor is responsible for all device networking and internet connections with the exception of the connection to the Breeze™ equipment at the operations and maintenance facility (for Breeze™ garage computer) and at the customer service center (for Breeze™ ticket office machine and ID printer).

(C) The County will provide Security and Access Control Systems for the North Facility, the Contractor shall ensure that the system installed at garage under their control are compatible with County’s HID based keycard systems. The Contractor shall assume all costs and will be responsible for issuing of ID’s. The Contractor shall assume all costs for providing RFID equipment for revenue and non-revenue equipment to operate gates at the North and South Facilities.

5.7.3.2 Communications

(A) County Service/North Garage

(1) The Contractor will be responsible for providing a communication system for all assigned Revenue Vehicles, maintenance of the equipment, and paying all costs associated with use (e.g., air time). The Preceding Contractor has a digital trunked system that provides dispatch, onboard and mobile communications for the County Operations.

(2) This system is integrated with ATL Dispatch Communication and utilizes a shared Radio Console for communications with both ATL and County Revenue Vehicles. The Contractor is responsible for providing phone and internet services necessary for operations as detailed below.

(3) The Contractor shall ensure telephones and internet are fully operational and will not permit communications interruptions for a period longer than 30 minutes. The selected Contractor shall have a redundant system in place to ensure critical communication methods are able to be maintained.
(B) **ATL Xpress Service**

(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 for Xpress Operations.

(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 installation and repair of radio equipment and shall provide training to its employee as required for proper operations Xpress dispatch communications equipment.

(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.

5.7.3.3 Telephones

(A) **County Service**

(1) The Contractor will provide all telephone equipment and pay all costs for its maintenance and use. The County will release to the Contractor three telephone land lines currently in use and dedicated for customer service purposes as noted in Section 5.8.1. The Contractor is responsible for paying all expenses associated with local and long-distance telephone use and for providing its own DSL and/or cable connections.

(2) The Contractor shall ensure telephones and internet are fully operational and will not permit communications interruptions for a period longer than 30 minutes. The selected Contractor shall have a redundant system in place to ensure critical communication methods are able to be maintained.

(B) **ATL Xpress Service**

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

5.8 Customer Service

(A) ATL and the County place great importance upon Customer Service. The Contractor will be required to attach the same significance to each passenger complaint or inquiry. The Contractor shall be required to establish a process for the thorough and prompt response to all complaints and inquiries. Customer Service and Professionalism is expected from any employees with direct contact to the public. Any employee that has 3 valid unprofessional conduct or inappropriate behavior complaints within a given quarter may be removed from the Contract.

(B) The Contractor will operate a Customer Service Program which accomplishes the following:

5.8.1 Customer Inquiries, Complaints, and Commendations

(A) A main focus of the Customer Service Program is the handling of all customer/public inquiries, complaints or commendations received by mail, e-mail, phone, or in person. The Contractor also will be responsible for following up on citizen complaints or other calls referred to them by the County for the County’s transit service. The Contractor shall make special efforts to respond to customer service
requests from disabled persons who are deaf, hard of hearing, speech disabled, or have other disabilities, and from persons with limited English proficiency.

(B) The Contractor shall provide Customer service Monday through Friday from 6:00 AM to 8:00 PM and on Saturday from 7:00 AM to 8:00 PM.

(C) All inquiries, complaints, or commendations shall be entered into the County’s TransTrack database. The comments are to be routed to the appropriate department for research and follow-up action. All complaints shall be initially responded to within three (3) Business Days (non-ADA) or 48 hours if ADA (Sunday excluded) from complaint receipt; if the complaint cannot be resolved within this time frame, the customer will be notified that the complaint has been received and is being investigated. A completed investigation and follow-up response (telephone or email) will be provided to the customer within five (5) Business Days from complaint receipt. The Contractor must make and document a minimum of three (3) attempts to contact the person filing any County or ATL Customer complaints. The Contractor shall email, or email copy the appropriate County staff on communications with the customer regarding resolution of complaint. On a monthly basis, the County may conduct a 10% random callback of all complaints received.

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

(E) The Contractor shall provide to the County a plan for ensuring that all Customer Service Representatives are sufficiently trained to provide the highest quality of customer service. This plan shall include but is not limited to:

(1) Ensuring that all Commuter Service and Fixed Route Local, and Paratransit customer service representatives are knowledgeable of all aspects of the County service including routes, fares, and special programs.

(2) Ensuring that all customer service representatives are sufficiently trained in the area of phone etiquette.

(3) At least one full time Spanish speaking representative

(4) 24-hour access to a language interpretation line for both customer service and dispatchers for all languages.

(5) **Complaint Resolution Training** - The Contractor shall provide on-going and appropriate classroom and hands on Complaint Resolution Training to each person involved in the complaint resolution process. This training shall also include an ADA complaint resolution process. Certificates of Complaint Resolution Training completion shall be provided to ATL and the County.

(F) The Contractor shall install and maintain telephone equipment to handle 12,000 calls per month and will meet or exceed incoming call volumes up to 1,500 per day and 190 calls per hour. The County will release the existing County telephone number in the directory (770.822.5010) to the Contractor for continuity.

(G) The Contractor shall provide a call accounting system that will provide information on the number of calls answered, the average length of time callers are on hold, the number of calls abandoned and the
number of calls on hold for more than two minutes. Contractor shall refer to Section 5.2.3.2 for specific Paratransit call requirements.

(H) The Contractor is required to review all call accounting system reports and monitor call-taking performance on a weekly basis to ensure that calls are answered promptly.

(I) If the call accounting system is not working properly, the Contractor is to use other means to monitor call-taking performance.

(J) The Contractor’s employees may receive complaints from time to time (telephone, written, e-mail, walk-up, etc.) and will always be the principal recipient of customer inquiries/complaints in the Revenue Vehicles and Paratransit vans. The Contractor shall document operational problems and passenger complaints and describe any action taken regarding these problems or complaints. Copies of such documentation shall be emailed to ATL or the County no later than the Business Day following identification of the operational problem or receipt of such passenger complaint. Passenger complaints related to safety or serious operational deficiencies shall be reported by telephone to ATL’s Transit Operations Director or the County’s Transit Division Director immediately following the Contractor’s receipt of complaint.

(K) ATL Xpress will continue to operate its own call center but will need the coordination of the Contractor for customer service investigations and responses to complaints and inquiries. ATL will maintain the current structure for Customer Service which is housed in their main office at 245 Peachtree Center Ave. Suite 2200, Atlanta GA 30303. ATL staff will document all passenger comments/complaints it receives relative to all Xpress service and forward them to the Contractor for investigation and response. ATL Customer Service staff will respond to all customer complaints for Xpress service unless ATL deems that the Contractor needs to contact the customer directly to resolve the concern. The Contractor shall provide responses as described below:

(1) The Contractor shall provide an initial response to ATL within three (3) Business Days (non-ADA) or 48 hours if ADA (Sunday excluded) for complaint, inquiry, or investigation request from ATL

(2) The Contractor shall provide a completed investigation and follow-up response to ATL within five (5) Business Days from complaint, inquiry, or investigation request from ATL. If the Contractor determines the complaint cannot be resolved within the designated time frame, then the Contractor can request an extension from ATL. Such request will be made in writing.

(3) The Contractor shall provide all responses in electronic format (Microsoft Excel) via e-mail to ATL

(L) The Contractor will retain complaints in database format, by categories as agreed to by ATL and the County, for monthly and annual reporting to ATL and the County.

(M) All complaints received by the Contractor need to be documented for ATL and the County even if they are not submitted through the customer service line. This includes customers calling dispatch, Paratransit or the safety office.

(N) ATL is currently in the process of developing a new Back Office. This new system will house all Xpress complaints and details. ATL may require the Contractor to update complaint information/investigation results directly into this system at some point during the term of this Contract.
5.8.2 Reporting of Communications with County Customers

(A) The Contractor shall provide a comprehensive monthly report to the County of all communications (both received and sent) between County customers and the Contractor. The Contractor will use the Feedback portion of the County owned TransTrack Database to log and manage the communications with customers. The Contractor will be responsible for documenting not only the initial communication but also the follow up communication in the program.

(B) All complaints more than seven (7) Business Days old that have not resulted in a completed investigation and follow-up response to the customer (either by telephone or in writing) must be specifically identified in the report with a corresponding action plan.

5.8.3 Ticket/Pass Sales Program (County Only)

(A) The Contractor will sell GCT tickets/passes and Breeze™ media fare for all County services at the Customer Service Center during business hours. The County also may add additional locations where the Contractor shall sell media fare. The County reserves the right to modify the hours of ticket and pass sales.

(B) The Contractor will accept payment by cash, check, money order, and electronic payment format. A mail-in ticket and pass program also is to be provided. However, paper ticket and mail-in ticket programs are expected to be phased out and a mobile fare payment system is anticipated to be deployed during the term of the Contract.

(C) The Contractor also is required to administer a ticket and pass Consignment Program to Transportation Management Associations and major employers. This program is also expected to complete the transition to the TMA/Breeze™ Card system during the term of the Contract. However, the Contractor may be responsible for the program in its new format.

(D) All revenues from the media fare sales are to be included in the passenger fare deposits and belong to the County. The Contractor must provide complete accountability to the County for this program. A periodic inventory of tickets and passes will be conducted quarterly, or at the County’s request. The Contractor is responsible for ticket inventory control. If the inventory of tickets and passes indicates missing tickets or passes, the Contractor will be required to reimburse the County the face value of the ticket or pass.

5.8.4 Schedules, Maps, Passes, Tickets, Transfers (County Only)

(A) The County, or its designee, shall prepare, print and provide to Contractor all passes, tickets, and like materials (including Breeze™ card stock) required by County operations. The Contractor shall be responsible for the design and printing of all schedules, system maps, rider’s guides, transfers, and like materials required by County operations. The Contractor shall submit all print items to the County for approval of content and design thirty (30) Days prior to printing.

(B) The Contractor shall store, inventory, distribute and disseminate such materials in accordance with the provisions of this Contract and any directions supplemental thereto provided by the County. The Contractor shall be responsible for the monetary value of the passes, tickets, and transfers in its possession.
5.8.5 Half Fare Program (County Only)

(A) The Contractor is responsible for issuing photo identification GCT Half fare Breeze™ cards to seniors (65 or older) and disabled individuals (those who do not qualify for ADA services) under the guidelines associated with the County Half Fare Program. The cards will be issued at the Customer Service Center. The County will provide the Breeze™ photographic/validating equipment and the Breeze™ card stock to the Contractor. The Contractor shall be responsible for managing the Half Fare Program and maintaining accurate and up to date files on all passengers who have been issued Half Fare Identification Cards. This information shall be maintained on a computerized database. The Contractor shall recertify half fare passengers once every three years.

5.8.6 Lost and Found Program

(A) The Contractor will be responsible for operating a Lost and Found Program and shall manage all goods and personal items lost and found on the Revenue Vehicles or at the transit facilities. This may include fielding inquiries on the phone or in person.

(1) The County lost and found items are to be held in a secure location for thirty (30) Days (unless the item is of great value). Items of great value shall be reported to the County and held until further notice. After thirty (30) Days, all items must be inventoried and turned over to the County for proper disposal.

(a) For the County, the Contractor shall locate a Lost and Found office along a bus route and easy for customers to access, ideally at the customer service office.

(2) All ATL lost and found items must be cataloged and transferred daily to ATL lost and found located at:

Peach Pass Retail Center
245 Peachtree Center Ave, NE
Ground Floor Level
Atlanta GA, 30303-1224
Open Monday-Friday, 8:00 AM – 5:00 PM

5.8.7 Customer Service Center (County Only)

(A) The Contractor will be responsible for leasing accessible customer service office space within reasonable walking distance (not to exceed ¼ mile) of the Gwinnett Transit Center, or other feasible location along Fixed Route Local route 10. The existence of such facility will be incorporated in proposer’s Customer Service Program costs. All expenses of this site, including utilities, will be borne by the Contractor. The Preceding Contractor leases approximately 2,161 sq. ft of office space for approximately $2,500 per month for the customer service center at 3525 Mall Boulevard, Suite 5-C, Duluth, GA 30096.

5.9 Revenue Collection, Reconciliation and Deposit

(A) ATL and the County own all fare collection equipment on their respective vehicles. The Contractor will be responsible for all phases of revenue collection and processing. Contractor will be responsible for collection of fares and vaulting. Proposers shall submit cost estimates with their proposals and a copy of their proposed cash handling procedures. Proposers shall provide a detailed revenue collection plan
with their technical proposals to ensure that revenue collection, reconciliation, reporting, and deposit procedures meet industry standards and conform to local and federal requirements.

(1) All revenue collected by the Contractor for all the County’s Commuter Service, Fixed Route Local and Paratransit service is the property of the County; and all ATL Xpress service revenue collected is the property of ATL.

(2) All ATL and County Revenue Vehicles must only be vaulted with their respective vault equipment. The North Facility is equipped with separate vaults for ATL and the County.

(3) The Contractor shall reimburse ATL or the County for any revenues missing or stolen from vehicles or facilities.

(4) 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.

(5) Operators shall be required to ensure that each patron pays the required fare for the service being provided. If at any time ATL or the County discover that an Operator failed to collect the appropriate fare(s) from a passenger(s), the Contractor may be required to reimburse ATL or the County for any loss fare revenue. If it is determined the farebox was inoperable, it is the responsibility of the Operator to immediately report the issue to Dispatch and write up the issue on their DVIR. The Contractor must repair the farebox and verify full functionality prior to the Revenue Vehicle being released into Revenue Service.

(6) Operators will not handle cash or make change for passengers.

(7) If a passenger is unable to deposit a fare into the farebox due to a disability, the Operator may assist the passenger.

(8) Operators will record ridership counts by passenger categories using the electronic farebox or fare collection equipment; and Operator’s manifests on Paratransit and Microtransit vehicles where electronic farebox is not installed.

(9) The 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.

(10) 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 for 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.

(11) Paratransit and Microtransit vehicles shall be probed daily by the appropriate maintenance staff.

(12) Money is not to be left in any Revenue Vehicle overnight or when the vehicle is transported to an off-property garage or site.
(13) When used, Paratransit and Microtransit Operators are to complete and sign their Operator’s manifest, which includes tickets and passes collected from each passenger.

(14) The Contractor, subject to approval by the County and ATL, shall provide for security of vaults, vault pulling area, and revenue on-hand (particularly between the Friday and Monday collection of revenue); and shall designate a room for the counting of revenue money at the North and South Facilities

(15) Revenue is to be counted daily by staff, independent from Paratransit, Microtransit, Commuter Service and Fixed Route Local route operations. There must be a minimum of two staff members in the count room at all times during the count. A surveillance system will record activity in the count room at all times. The Contractor will provide the surveillance system. The revenue is to be totaled by fare category and separated between ATL Xpress, the County’s Commuter Service, Fixed Route Local, Paratransit and Microtransit services. Revenue is to be reconciled daily with the farebox records Cubic reports for Xpress; GFI and Cubic reports for the County’s Fixed Route Local and Commuter Service; and Operator’s manifests when used for Paratransit.

(16) The County and ATL in effect operate dual fare collection systems with the GFI electronic farebox and the regional Breeze™ smartcard option. The Contractor shall record Breeze™ ridership counts and revenues counts. The Contractor shall reconcile total ridership counts and total revenues recorded and collected by the two systems.

(17) 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.

(18) The Contractor shall subcontract with an armored car company for collection of revenue once a day Monday through Friday. The Contractor shall deposit County farebox revenue in a designated County bank account. The Contractor shall deposit ATL Xpress revenue in a bank designated by ATL.

(19) The Contractor shall provide daily revenue reconciliation reports. These reports must be submitted within one (1) Business Day following revenue collection.

(B) The Contractor is to regularly review procedures and their implementation to ensure that the process is being administered properly and that all revenue is reported and handled in a manner that meets ATL, County and federal requirements.

(C) The County and ATL reserve the right to conduct audits of the Contractor’s revenue collection procedures and reports and make changes as needed.

5.10 Contractor’s Personnel

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

(B) North and South Facilities shall have their own full time and dedicated Key Personnel assigned to their respective facilities. North and South Facilities shall also have their own dedicated Dispatchers, Supervisors, Mechanics, Trainers, Operators and non-classified employees assigned to their respective facilities.

(C) The Contractor must have a sufficient number of Operators, dispatchers, and supervisory staff available to provide service according to the requirements detailed in the Scope of Work/Services and to manage
the day-to-day operations on the street. The North and South Facilities shall have their own dedicated dispatch stations, in addition, ATL and the County shall have their own dedicated dispatch personnel.

5.10.1 Wages and Policies

(A) The Contractor shall be solely responsible for the satisfactory work performance of all its employees and subcontractors. The Contractor shall be solely responsible for establishment and payment of wages and benefits for its employees and shall cause the withholdings to be made as required in the performance of the Contract. ATL and the County encourage the Contractor to provide wages and benefits in line with regional levels for similar positions and tasks. The Contractor shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security and any other current and future legal requirements.

(B) Employees of the Contractor shall not be considered employees of ATL or the County and the Contractor’s employees shall not be entitled to participate in any wage and benefit package provided by ATL or the County to its employees.

(C) The Contractor shall hold ATL and the County harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

5.10.2 49 USC Section 5333(b) Agreement (Formerly Section 13 (c))

(A) The Contractor shall have financial liability for any Section 13(c) claims or obligations that are created by acts or omissions of the Contractor that are not directed by the County or ATL. (Section 13(c) of the Federal Transit Act is currently codified in 49 U.S.C. §5333(b).) The Contractor agrees it is bound to the terms of the 13(c) Agreement. In addition, the Contractor shall cooperate with the County and ATL (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes, and in the implementation of any Section 13(c) remedies.

(B) The Contractor shall not assist or encourage any employee to file or otherwise pursue a Section 13(c) claim against the County or ATL, or take any action which is contrary to the interests of the County or ATL under Section 13(c) or its Section 13(c) arrangements or agreements, relating to the termination of Services under this Contract, any future transition from the Contractor to another service provider, or any other action or event relating to the Contract. If the Contractor fails to comply with this obligation, the Contractor shall be financially liable for all costs incurred by the County and ATL (including attorneys’ fees) associated with any Section 13(c) claims or delays in the receipt of federal grants.

5.10.3 Personnel and Organizational Plan

(A) The proposer will provide ATL and the County with a personnel plan identifying staffing levels for each operations 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 need to enable the delivery of a public transportation service that meets or exceeds ATL and the County’s goals.

(B) 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. The Contractor shall also provide ATL and the County with policies and procedures that govern the Contractor’s methods of management and operation. ATL and the County reserve the right, given cause, to reject management and operational procedures.
5.10.4 Management

(A) While the County and ATL would like the proposers to include a proposed team in the proposals, we understand that securing a team during the proposal process might not be possible. The selected proposer will be allowed to submit a team for final approval to the County and ATL during the negotiation phase of the procurement process. Failure to submit an acceptable team could result in negotiations being canceled with the preferred contractor and moving onto the second ranked proposer.

(B) The proposer will supply job descriptions and resumes for management or supervisory positions dedicated to this project. ATL and the County reserve the right to approve each member of Contractor’s management staff and to require the Contractor to add or eliminate management positions.

(C) Once approved by ATL and the County, the Contractor’s Key Personnel shall not be reassigned for at least twelve (12) months, unless ATL or the County exercise its right to demand removal from the project, for reasonable cause, any of Contractor’s Key Personnel.

(D) The Contractor is required to fully staff those Key Personnel positions proposed in its submittal. Any change in the General Manager, Operations Manager, Maintenance Manager, or other Key Personnel shall require prior written consent by ATL and the County. Contractor shall have a maximum of thirty (30) Days to fill any vacant staff positions (Key Personnel, office management, administrative, or support staff). The Contractor shall not leave staff positions vacant more than thirty (30) Days without ATL or County approval. An interim management team maybe accepted if the Contractor cannot fill the position within 30 days contingent upon ATL or County approval.

(E) ATL and the County recognize the importance of developing and maintaining a qualified and successful management team, and to that end suggest a career development plan be implemented that incentivizes longevity, accomplishments, education, and advancement.

(F) The Contractor shall provide management staffing at a level and capability sufficient to oversee its functions and employees. Specific management positions required include:

(G) General Manager – The Contractor shall designate two full-time General Managers; one each for North and South operations who shall provide overall management and supervision of both the ATL Xpress and the County’s transit Services under the terms of the Contract. Because the role of General Manager is critical to the success of the operations, the proposer must identify permanent General Manager candidates. ATL and the County reserve the right to approve or reject the General Manager candidates at its discretion.

1. The General Managers shall provide a proactive management approach and environment and shall work cooperatively with ATL and County staff in matters relating to service quality, providing operational and other data as described in this RFP, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises.

2. Each General Manager must have a minimum of ten years in public transportation operations, including experience in commuter, local and paratransit service operations; and shall have at least five years of upper level supervisory experience.

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

(4) The departing General Manager will adequately brief any new General Manager of ongoing and upcoming issues. The office of each General Manager will be physically located at the Contractor’s operations and maintenance facilities. The North and South Facilities shall have offices for their respective General Managers. The General Manager will be expected to remain at their assigned facility or otherwise within their respective service area as appropriate to the maximum extent possible. At all times, the General Manager, or an Operations Manager designated to act on behalf of the General Manager, shall be available either by phone or in person to make decisions regarding day-to-day ATL Xpress and County operations or provide coordination as necessary, and shall be authorized to act on behalf of the Contractor regarding all matters pertaining to the Scope of Work.

(H) Operations Manager – The Contractor shall designate three full-time Operations Managers who shall provide management and supervision of transit system operations functions under the terms of the Contract. Operations Managers shall be assigned with dedicated responsibilities to their respective agencies at the North and South Facilities. The North Facility shall have two Operations managers; one for ATL Xpress and one for the County. The South Facility shall have its own dedicated Operations manager. ATL and the County reserve the right to approve or reject the Operations Manager candidates at its discretion.

(1) The Operations Managers shall provide pro-active management and supervisory skills to ensure the performance of Contractor operations duties and responsibilities.

(2) Each Operations Manager shall have a minimum of six years in public transportation operations, including experience in express commuter, fixed route local, and paratransit service operations; and shall have at least three years of supervisory experience.

(3) Should the services of the Operations Managers become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to ATL and the County for approval as soon as possible, but in no event later than ten (10) Business Days prior to the departure of the incumbent Operations Manager, unless the Contractor is not provided with such notice by the departing employee. ATL and the County shall respond to the Contractor within three (3) Business Days following the receipt of these qualifications concerning acceptance of the candidate for the replacement Operations Manager.

(I) Maintenance Manager – The Contractor shall designate two full-time Maintenance Managers which will assigned with dedicated responsibilities to their respective North and South Facilities. Maintenance Managers shall provide management and supervision of transit system maintenance functions under the terms of the Contract. ATL and the County reserve the right to approve or reject the Maintenance Manager candidates at its discretion.
(1) The Maintenance Managers shall provide pro-active resource management, including, but not limited to: preventive maintenance scheduling and supervision, repair supervision, technical training, and other such activities as may be necessary to ensure the performance of Contractor maintenance duties and responsibilities.

(2) The Maintenance Manager shall implement the approved Quality Management Plan. The Maintenance manager shall work with the Quality and Safety managers to analyze data and effect changes to promote efficiencies, develop and implement maintenance policies and procedures, and ensure all maintenance is performed in a safe, efficient, and timely manner.

(3) Each Maintenance Manager shall have a minimum of five years’ experience managing the maintenance functions of a diesel Revenue Vehicle shop similar in size and complexity to the services herein described; a minimum of five years journeyman level experience with large and small diesel Revenue Vehicle engines, transmissions and related component air, hydraulic, electrical and other systems, fire suppression and other safety systems, air conditioning systems, wheelchair lifts and ramps, destination signs and other electronics, and GFI electronic farebox systems; a minimum of five years’ experience supervising the work of other maintenance personnel and a valid CDL with all endorsements (and medical card) required to operate all equipment in the fleet.

(4) Should the services of a Maintenance Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to ATL and/or the County for approval as soon as possible, but in no event later than ten (10) Business Days prior to the departure of the incumbent Maintenance Manager, unless the Contractor is not provided with such notice by the departing employee. ATL and/or the County shall respond to the Contractor within three (3) Business Days following the receipt of these qualifications concerning acceptance of the candidate for the replacement Maintenance Manager.

(J) Safety and Training Manager – The Contractor shall designate two full-time Safety and Training Managers which will assigned with dedicated responsibilities to their respective North and South Facilities. Safety and Training Managers shall provide management and supervision of the Safety and Training program under the terms of the Contract. ATL and the County reserve the right to approve or reject the Safety and Training Manager candidates at their discretion.

(1) The Safety and Training Managers shall provide pro-active management, including, but not limited to: preventive maintenance scheduling and supervision, repair supervision, technical training, and other such activities as may be necessary to ensure the performance of Contractor maintenance duties and responsibilities.

(2) The Safety and Training Manager shall implement the approved Transit Agency Safety Plan for both the County and ATL. In addition to the required Transit SSEPP, and all other County or ATL lead safety and security related requests including in this document and upon request.

(3) Each Safety and Training Manager shall have a minimum of five years’ experience managing the Safety and Training functions of a Transit operation of similar in size and complexity to the services herein described. Experience in PTASP, Ser OSHA and FTA requirements, as well as experience working with adult learners is preferred.

(4) Should the services of a Safety and Training Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to ATL and/or the
County for approval as soon as possible, but in no event later than ten (10) Business Days prior to the departure of the incumbent Safety and Training Manager, unless the Contractor is not provided with such notice by the departing employee. ATL and/or the County shall respond to the Contractor within three (3) Business Days following the receipt of these qualifications concerning acceptance of the candidate for the replacement Safety and Training Manager.

(K) **Scheduler/ Service Planner** – This is not a required position, however if a proposer would like to suggest one the County and the ATL will entertain the recommendation. A detail job description for this position should be included in proposal if a Contactor decides to include the position as part of its staffing team.

(L) **Other Management /Supervisory Staff** –

1. The North and South Facilities shall have their own dedicated, Quality Assurance Managers.

2. The Contractor shall have a dedicated staff member responsible for ATL customer complaint investigations at both facilities. The proposer should offer candidates with appropriate qualifications and relevant experience for other respective management positions. ATL and the County reserve the right to approve or reject the Key Personnel candidates.

(M) All Safety, Training, Commuter, Fixed route, Paratransit, Microtransit, and Maintenance managers shall hold a valid CDL license, medical card (self-certification), and endorsements required to operate all equipment in the fleet. This requirement can only be waived by the County and/or ATL. Employees hired for these positions must acquire a CDL license, medical card (self-certification), and endorsements to operate all ATL and County vehicles within 180 Days of hire and maintain (keep current) for the term of their employment.

(N) Key Personnel and all supervisors shall complete or already be certified in the National Incident Management Systems training program within the first year of Contract award and/or their first year of assignment to ATL and/or the County. Key Personnel and supervisors are required to successfully complete (ICS) classes 100, 200, and 300. Certificates shall be provided to the County and ATL by the Contractor upon completion of each course.

5.10.5 **Operators and Field Supervisors**

(A) Revenue vehicles shall be operated with due regard for the safety, security, comfort and convenience of passengers and the general public. Field Supervisors and vehicle Operators must have a valid Commercial Operator’s License (CDL) Class B with the appropriate Passenger endorsement, and medical card.

(B) The Contractor shall dedicate specific Operators and field supervisors to the North and South Facilities.

(C) Vehicle Operators must be trained in all operational procedures relating to the transit system. Training must include techniques for interacting with the public in a helpful and courteous manner.

(D) The Contractor shall be responsible for providing additional new vehicle training to all personnel that shall coincide with the delivery of new equipment.

(E) While performing their duties, Revenue Vehicle Operators and supervisors must wear a uniform that displays the employee’s badge number. The Contractor’s employees shall provide their badge number to the public if requested. At all times while on duty, Operators and supervisors shall have access to a
clock/watch/vehicle display synchronized with the clock used by Dispatch, i.e. the National Bureau of Standards clock or CAD/AVL system.

5.10.6 Duties/Responsibilities of Street Supervisor(s):

(A) A Street Supervisor fills the following role: Provides support and assistance to Revenue Vehicle Operators in the performance of their daily duties in order to maintain a safe, efficient and reliable transit system. Monitors Revenue Vehicle service and investigates and analyzes situations which impact or may impact Revenue Vehicle service. He or she communicates information and/or recommendations to appropriate management personnel when needed. Interacts with management, Revenue Vehicle Operators, other employees, passengers and the public to coordinate problem resolution, provide information, carry out assignments and maintain high quality and timely transit service. This is a safety sensitive position subject to the rules and regulations of the FTA Drug and Alcohol Policy. Additionally, the Street Supervisor shall:

(1) Conducts self in an appropriate manner as a representative of the Contractor, ATL and the County working effectively in a diverse work environment.

(2) Investigates accidents, incidents, disputes and disturbances as assigned, in accordance with policy, and in conjunction with involved authorities.

(3) Monitors and Revenue Vehicle’s Operator performance and behavior; models passenger interaction skills, Revenue Vehicles Operators in use of time, checks and instructs periodically on proper revenue, transfers and farebox data collection, and recommends training or retraining, as appropriate to ensure compliance with safety policies.

(4) Conducts time point and passenger load checks to ensure schedule and route efficiency.

(5) Re-schedules Revenue Vehicles due to disruptions in service, in conjunction with dispatch and as appropriate.

(6) Audits service, routes and road conditions and recommends alternate routes to dispatch or suggests service improvements to supervisors, as appropriate. Recommends adjustments to running time or additions/deletions to schedules and routes to ensure quality service.

(7) Writes reports regarding service disruptions, security incidents and Operator performance/behavior in accordance with policies and procedures. May assist Operators in filing of reports.

(8) Assists in the processing and follow-up of customer service complaints and requests.

(9) Assesses ability of Operators to continue in service when investigating accidents, incidents and potential substance abuse problems.

(10) Works with security and police agencies regarding assaults, disturbances, and undercover operations.

(11) Routinely visit Park and Ride lots, making note of any outstanding issues that need to be addressed.

(12) Coordinates problem resolution among ATL, the County and other private contractor Operators, management, passengers and the public.

(13) Performs as assigned during special events and snow emergencies to minimize service disruption. Works with ATL and the County to assist with detours affecting contracted service, including, but
not limited to, notifying passengers of detour routing, transporting passengers, posting notices, checking Park and Ride lots for accessibility, and directing Revenue Vehicle Operators.

(14) Prioritizes assignments and organizes time.

(15) Performs physical work as needed, such as sanding icy streets or Park and Ride lots, assisting stuck/sidetracked Revenue Vehicles, helping wheelchair passengers on or off Revenue Vehicles, etc.

(16) Inspects Revenue Vehicles for general appearance, safety compliance and maintenance condition. Operates Revenue Vehicles and other equipment as required.

(17) Conducts individually or in conjunction with ATL and the County; fare inspections, accident investigations, policy adherence campaigns, and assists in drug and alcohol program, special campaigns as needed.

(18) Sets up short term detours and communicates detour information with ATL and the County.

(19) Monitors traffic congestion and directs Revenue Vehicle movement in downtown or at Park and Ride locations.

5.10.7 Maintenance Personnel

(A) The Contractor shall employ (or subcontract) personnel to perform maintenance on ATL and County vehicles, equipment, and facilities. ATL and the County require the Contractor to use ASE-certified technicians for all vehicle repairs. ATL and the County reserves the right to approve or reject a subcontractual relationship for the maintenance of its equipment. If the proposer wishes to provide maintenance via subcontract, ATL or the County will require evidence of the maintenance subcontractor’s capability and experience with transit rolling stock and/or the subject equipment.

(B) The selected Contractor shall demonstrate that it has sufficient numbers of qualified maintenance personnel employed to conduct all required preventative and corrective maintenance on the assigned ATL and the County vehicles. Contractor must maintain a proper ASE certified mechanic/technician-to-Revenue Vehicle ratio as stated in the Contractor’s response to the RFP throughout the term of the Contract.

(C) Examples of proof of qualifications are, but not limited to, the following:

(1) ASE Certifications (required), particularly in Medium/Heavy Duty Vehicles or Transit:

   (a) Maintenance personnel must maintain a minimum number of ASE (or approved alternate) certifications as noted below. These certifications must be obtained within 6 months of the first year of the Contract. New hire mechanics shall be required to achieve class “C” status within 6 months of hire. The Contractor may submit a request for exception and substitute for ASE certifications for individuals with extensive prior experience in Revenue Vehicle or transit maintenance, or an alternate certifying entity (i.e. Marta). These will be considered on an individual basis by the County and ATL.

   (b) “A” Transit Revenue vehicle Master Mechanic/Technician

   (c) At least one ‘A’ Transit Revenue vehicle Mechanic/Technician shall be required at the North and South Facilities. A Transit Revenue Vehicle Master Mechanic/Technician shall have attained (and shall keep current) ASE Master Transit Revenue vehicle certification after having passed all the following:
(i) H2 – Diesel or CNG Engines
(ii) H3 – Drive Train
(iii) H4 – Brakes
(iv) H5 – Suspension and Steering
(v) H6 – Electrical/Electronic Systems
(vi) H7 – Heating Ventilation & Air Conditioning
(vii) H8 – Preventative Maintenance and Inspection (PMI)

(d) “A” Medium/Heavy Duty Master Mechanic/Technician

(e) At least one ‘A’ Medium/Heavy Duty Mechanic/Technician shall be required at the North Facility and assigned to the Paratransit/Microtransit fleet. A Medium/Heavy Duty Master Mechanic/Technician shall have attained (and shall keep current) ASE Master Medium/Heavy Duty certification after having passed all the following:

(i) T2 – Diesel Engines (or Gasoline Engines)
(ii) T3 – Drive Train
(iii) T4 – Brakes
(iv) T5 – Suspension and Steering
(v) T6 – Electrical/Electronic Systems
(vi) T7 – Heating Ventilation & Air Conditioning
(vii) T8 – Preventative Maintenance and Inspection (PMI)

(f) “B” Mechanic/Technician – 4 or more certifications

(g) All ‘B’ Mechanic/Technicians shall maintain and keep current a minimum of ASE PMI certification plus a minimum of three additional ASE certifications.

(i) H2 – Diesel or CNG Engines
(ii) H3 – Drive Train
(iii) H4 – Brakes
(iv) H5 – Suspension and Steering
(v) H6 – Electrical/Electronic Systems
(vi) H7 – Heating Ventilation & Air Conditioning
(vii) H8 – Preventative Maintenance and Inspection (PMI)

(h) “C” Mechanic/Technician – 2 or more certifications

(i) All ‘C’ Mechanic/Technicians shall maintain and keep current a minimum of two of the following ASE certifications.

(i) H2 – Diesel or CNG Engines
(ii) H3 – Drive Train
(iii) H4 – Brakes
(iv) H5 – Suspension and Steering
(v) H6 – Electrical/Electronic Systems
(vi) H7 – Heating Ventilation & Air Conditioning
(vii) H8 – Preventative Maintenance and Inspection (PMI)

(2) SRTA and The County can waive ASE Certification requirements on a case by case basis provided the Contractor can prove an inability to fill the position otherwise due to current market conditions.

(3) Certifications from various OEMs or sub-tier suppliers. (Examples are Cummins or Detroit Diesel engine certifications, Allison transmission certifications, Carrier or ThermoKing HVAC certifications, MACS Section 608 and/or 609 certifications, electronic troubleshooting certifications, air brake OEM course certifications; MCI, Gillig, Eldorado, etc. training; etc.)

(4) Safety certification

(5) Demonstrated proficiency in conducting Preventive Maintenance Inspections

(6) In house documented vehicle and component training

(a) Maintenance personnel assigned to work on assigned ATL, and County vehicles and equipment shall have thorough knowledge of:

(i) Large and small diesel Revenue Vehicle engines, transmissions and related component air, hydraulic, electrical and other systems, fire suppression and other safety systems, air conditioning systems, wheelchair lifts and ramps, destination signs and other electronics, and GFI electronic farebox systems.

(ii) Methods and procedures used in servicing mechanical equipment

(iii) Vehicle chassis and bodies.

(iv) Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.

(v) Decimals, fractions, and specifications related to vehicle maintenance.

(vi) Fire suppression systems and other on-board safety systems.

(vii) Shop safety policies and procedures.

(viii) Road service procedures including safety, radio communication, and road side repair protocol

(b) In addition, maintenance personnel must be skilled at performing the following duties:

(i) Conducting preventive maintenance inspections and completing the associated documentation.

(ii) Inspecting, diagnosing, and repair of vehicle engines, transmissions, and related component air, hydraulic, electrical and other systems, fire suppression and other
safety systems, air conditioning systems, wheelchair lifts and ramps, destination signs and other electronics, and GFI electronic farebox systems.

(D) Maintenance personnel must have a valid CDL and the appropriate endorsements, and medical card allowing them to operate all transit equipment maintained at their assigned facility. Any personnel not having a CDL with a P endorsement will have 6 months from Contract inception and/or date of hire to obtain the certification.

(E) 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. 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 detail on training topics, curriculum, and hours of training.

(F) Hostlers shall receive 4 hours training every 6 months. This training shall include vehicle specific training, spill prevention, and emergency response.

(G) The Contractor shall be responsible for providing additional new vehicle training for all maintenance personnel and shall coincide with the delivery of new equipment.

(H) Staff charged with maintenance and servicing of hybrid and/or electric vehicles shall receive maintenance and safety training, including arc-flash training, NFPA 70E or OSHA training per 29 CFR 1910, and related OEM servicing and maintenance training for high voltage systems. All staff assigned to servicing and maintenance of hybrid and/or electric vehicles shall be issued all the required personal protective equipment (PPE) to safely perform their duties.

(I) Staff charged with Maintenance of Cubic card readers systems shall complete Cubic factory training on repair of Cubic card readers.

(J) Staff charged with Maintenance of Braun and Ricon wheelchair lifts or ramps should complete factory training on repair and maintenance of the wheelchair lifts.

(K) Staff charged with Maintenance of the Amerex and Kidde Fire Suppression equipment should complete Amerex and Kidde factory training on repair and maintenance of the fire suppression system.

(L) Staff charged with handling and taking of oil and fluid samples shall be provided training by the Contractor to include oil and fluid sampling procedures. The Contractor’s oil and fluid sampling training shall be in line with the requirements identified in Section 5.7.14 Oil and Fluid Analysis.

(M) Staff charged with depot repair and maintenance of Breeze™ fare systems equipment should complete Breeze™ factory training on repair of fare boxes and LV units.

(N) Staff charged with Maintenance of Cubic fare systems equipment should complete Cubic factory training on repair of Cubic fare box modules, readers, and kiosks.

5.10.8 Employee Screening and Selection

(A) The Contractor shall use appropriate screening and selection criteria to employ all staff. A detailed method for the selection of all employees must be developed and approved by ATL and the County
prior to service start-up. The selection method must identify a process for evaluation minimum requirements. The following shall be addressed in the screening and selection program:

1. Proven ability in the area of customer service. This is vital to the delivery of quality transit services.
2. Review of driving ability for all employees operating transit vehicles.
3. Background checks.
4. References of past employment.
5. Drug and alcohol testing for safety sensitive employees.
6. Job related requirements for each position.

5.10.9 Employee Training

(A) 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 operations, dispatch, maintenance, customer service, supervisory and management employees shall participate in the program.

(B) An important part of the program will be a Customer Relations component. All employees having contact with the public must complete the Customer Relations course. The course shall also include conflict resolution training. The purpose of the course is to help provide employees with skills in providing quality customer service to passengers and the public.

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

(D) The Contractor shall provide on-going and appropriate classroom and hands on De-escalation Training to each Revenue Vehicle, Paratransit, and Microtransit Operator; all road supervisors, dispatchers, inspectors, and all supervisory staff. Certificates of De-escalation Training completion shall be provided by the Contractor to ATL and the County.

5.10.9.1 General Requirements

(A) As part of the training program, the Contractor shall prepare and distribute Operator’s manual specific to each mode of service, e.g., the County Commuter Operator’s Manual, Local Fixed Route Service Operator’s Manual, Xpress Service Operator’s Manual, Paratransit Operator’s Manual, and Microtransit Operator’s Manual to all Operators, dispatchers, telephone Operators, reservation personnel, and supervisors. Contents of the Operator’s Manual shall include, but not be limited to, the following subject areas: Operator’s rules; Georgia bicycle laws, accident/incident policies and procedures; safety and security policies and procedures; communication policies and procedures; passenger interaction; courtesy; personal safety; electronic and manual farebox policies and procedures; video surveillance policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures; reporting procedures and sample forms. Three copies of each Operators Manual shall be forwarded to the County prior to service start-up. Any updates to the manual must be provided promptly to the County.
(B) At a minimum, all new-hire training (for every position) shall include policies, procedures, ADA requirements, conflict resolution, safety, and customer service. The Contractor shall provide on-going refresher training of a minimum of four (4) hours every six (6) months on-going training shall primarily focus on safety and customer-oriented topics. The Contractor’s supervisors will receive training to assist with identification and appropriate handling of employee/subcontractor drug and alcohol problems.

(C) The Contractor shall maintain current documentation of completed training sessions for all employees and schedules for future training sessions. The documentation will be provided to the County upon request.

5.10.9.2 Revenue Operation

(A) The Contractor shall provide all Revenue Vehicle and Paratransit Operators training in vehicle operation, safety, passenger assistance techniques, passenger relations, conflict resolution, fare collection, route and schedule orientation, and on-time performance prior to permitting any Operator to operate any vehicle in Revenue Service. The Contractor must certify in writing, by name, each individual Operator as having satisfactorily completed all requirements and training courses prior to allowing that individual to operate a vehicle in Revenue Service. This certification shall require a minimum of eighty (80) hours of training for each Operator, full and part-time. The exception shall be any person for whom the Contractor can provide written documentation of both one year of experience as an Operator for the Contractor in a different location and at least forty (40) hours of formal training by the Contractor at ATL and/or the County’s operation.

(B) The minimum eighty (80) hours shall include the eight (8) hour minimum National Safety Council Defensive Driving Course or the County’s and/or ATL approved equivalent, with satisfactory scores. It shall also include a minimum of thirty-two (32) hours of wheel time, including at least two round Trips on each Fixed Route Local route and one round Trip on each Commuter Service route. Each Operator shall operate each type of Revenue Vehicle associated with Revenue Service for the County and ATL during training. At least eight (8) hours of classroom instruction shall be performed for each of the following listed categories:

1. Passenger relations.
2. Accident reporting procedures.
3. Proper radio codes and communications procedures
4. Technology including farebox and CAD/AVL to include different log-in information and process
5. Routes and fare types for each route
6. ADA regulations for fixed-route operations.

(C) To maintain each individual Operator’s certification, the Contractor must provide and document annual refresher training of at least eight (8) hours for each Operator covering passenger relations, operating procedures, ADA regulations, conflict resolution and equipment operation. Changes to routes, assignments, vehicles, and equipment will require additional Operator training. Additionally, the Contractor’s trainer shall conduct and document an on-board evaluation with each Operator. Each ride check shall be a minimum of one hour and shall be conducted every three months on each Operator.

(D) The Contractor is responsible for training all fixed route Operators on the requirements for public transit as set out in the Americans with Disabilities Act of 1990, as amended, and in the regulations of U.S. Department of Transportation at 49 CFR Part 37 implementing ADA requirements. A comprehensive,
ongoing training program shall be developed and implemented by the Contractor addressing fixed-route ADA requirements. The County and ATL will strictly enforce compliance with the ADA law and will establish performance standards to ensure the Contractor’s employees are responsible in this area.

(E) Paratransit training will include all requirements identified for fixed-route Operators. In addition to the training requirements previously identified, Paratransit Operators will be required to complete additional sensitivity training related to transporting persons with disabilities. This training shall be more comprehensive than the general sensitivity training programs, emphasizing the ADA requirements, sensitivity, beyond curb pickup and drop off procedures, boarding and wheelchair securement skills, and will provide a higher awareness of the various disabilities.

5.10.9.3 Maintenance

(A) The Contractor shall provide technical training for all maintenance personnel necessary to ensure a consistent level of current, thorough knowledge in the maintenance and repair of the assigned vehicle fleet including, but not limited to, air conditioning systems, wheelchair lifts and other ancillary equipment. This training is defined in Section 5.10.7 The selected Contractor shall provide a technical training schedule along with course descriptions for all maintenance personnel, including the Maintenance Manager.

5.10.9.4 Other

(A) Dispatchers, Paratransit reservation personnel, telephone Operators, supervisors, and any other personnel who may from time to time be assigned to telephone information or the Paratransit service request line shall be trained in customer relations skills, telephone manners, accident/incident procedures and operating policies.

(B) Dispatchers shall be assigned to either ATL or the County. Due to different CAD/AVL systems being utilized by ATL and the County, dispatchers shall receive training on both CAD/AVL systems and be able to operate either system based on their daily assignment. Dispatchers shall not cover both the ATL and County fleets simultaneously.

5.10.10 Supervision

(A) The Contractor’s supervision program must ensure that a high-quality level of service is being delivered to Xpress and County passengers at all times. Supervisor staffing levels, in all departments, should be evaluated carefully by the Contractor to meet the above goal. Supervisors must have and maintain a Commercial Operator’s License Class B with a passenger endorsement and medical card. Supervisors shall complete or already be certified in the National Incident Management Systems training program within the first year of Contract award. Supervisors are required to have (ICS) classes 100, 200, and 300 completed within the first year of the Contract and/or their first year of assignment to ATL and/or the County. Certificates shall be provided to the County and ATL by the Contractor upon completion of each course.

(B) The Contractor must document and report to ATL and the County all instances where supervisors and dispatchers are used as Operators. The Contractor must develop a plan for ensuring adequate supervision in these instances.
Additionally, every three months, or at the direction of ATL and the County, the Contractor shall conduct spot checks of all supervisors in the field to evaluate the performance of each supervisor and provide ATL and the County a copy of the spot checks.

5.11 Uniforms

(A) The Contractor shall provide standardized uniforms for all Operators, supervisors, lot attendants, and maintenance personnel. ATL and the County shall determine the uniform policy. The Contractor may not alter or replace uniform parts without the express approval of ATL and the County. The Contractor shall supply ATL and the County with a plan for the proposed uniform pieces and supplier. Uniforms shall meet all OSHA performance standards for tasks performed for each job classification. However, the system logo and colors are determined by ATL and the County.

(B) While in service, or when performing other ATL or County work related duties, vehicle Operators, supervisors, and lot attendants must remain in the approved uniform and maintain a clean, neat and professional appearance. Each Operator and supervisor also must adhere to a code of personal grooming and hygiene established by the selected Contractor in conjunction with ATL and the County. ATL and County uniforms may not be worn while personnel are off duty, except while traveling to and from their residence. Minor stops (e.g. service station, cleaners, grocery store, etc.) are authorized while in route to the Operator’s residence. Uniforms may not be worn in establishments that sell alcoholic beverages.

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

5.12 Equal Employment Opportunity (EEO) Affirmative Action

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

5.13 Progressive Disciplinary Policy

(A) The Contractor shall provide ATL and the County with a copy of their Progressive Disciplinary Policy. The policy should be detailed in the type of violations and penalties for violations.

(B) The County and ATL requires all employees to be courteous, considerate and polite to each other and to all customers. The Contractor shall provide Courtesy training to all employees. All Courtesy complaints shall be thoroughly investigated by the Contractor to confirm validity and for a resolution. The Progressive Disciplinary Program shall include disciplinary steps for confirmed and valid Courtesy violations up to and including employee discharge. Any employee receiving three VALID Courtesy complaints within a four-month period, at either ATL and/or the County (individually or combined), shall be subject to discharge. The discharged employee shall be ineligible for employment at another facility covered by this RFP. The Contractor shall not transfer the discharged employee between ATL and the County.

(C) The Contractor shall provide a copy of their Progressive Disciplinary Policy to all employees and enforce all policies and procedures.
5.14 ADA Requirements

(A) 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 on-going refresher training for employees.

(B) 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 ATL and County requirements of Section 5.8.1 Customer Complaints. 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.

5.15 Drug and Alcohol Testing

(A) 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 required in the future, by State and federal agencies.

(B) 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 establish 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.

(C) 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.

(D) 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.
5.16 Security and Emergency Management

(A) The Contractor shall be responsible for achieving the highest practical level of security for Xpress and the County passengers, assigned fleet vehicles, equipment and facilities including the Contractor’s operations and maintenance facilities, the Gwinnett Transit Center, and park and ride lots. ATL Xpress will continue to provide security services at Xpress park and ride lots, as needed. A current concern at the County park and ride lots is patron vehicle break-ins and theft. In response, the County is requiring lot attendants at the I-985, Sugarloaf Mills, and Indian Trail park and ride lots that will perform both security and maintenance functions. The County reserves the right to add facilities in the future.

(B) The Contractor shall develop and maintain 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.

(C) The Contractor shall provide a Continuity of Operation 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 prior to Service Start and shall test and update their plan annually.

(D) 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 and/or ATL.

(E) The Contractor shall provide a cyber security plan for the protection of ATL, County, and the Contractor’s assets used/operated by the Contractor as part of providing Operations and Maintenance services outlined in this RFP. The cost of providing cyber security shall be borne by the Contractor. The Contractor’s cyber security plan shall outline methodology and resources to be utilized locally or from remote locations.

(F) In response to this RFP, the proposer shall provide a general outline for the plans and describe development process and the schedule for full implementation including initial and on-going training for all employees.

5.17 Safety

(A) FTA requires transit agencies to implement a Public Transportation Agency Safety Plan (49 CFR Part 673) by 12/30/2020. ATL and the County are required to provide individual plans. The Contractor shall implement individually the ATL and the County’s PTASP SMS plans, achieve individual performance targets, utilize data to effect procedural changes and provide reports to ATL and the County.

(B) The Contractor shall be fully responsible for ensuring that the safety of passengers, personnel, members of the public, the assigned fleet vehicles, equipment and facilities are maintained at the highest practical level throughout the term of this Contract.

(C) The Contractor will develop and implement an ongoing System Safety Emergency Program Plan that addresses policies, procedures, elements and systems disseminated by the Federal Transit Administration. In response to the RFP, the proposer will submit its written safety policy and detailed system safety program plan document for review and approval by ATL and the County.

(D) The use of cellular phones and other personal communication devices while operating a Revenue Vehicle is prohibited. In response to the RFP, the proposer will submit its corporate policy on communication and electronic devices for review and approval by ATL and the County.
(E) The System Safety Emergency Program Plan must, at a minimum, require mandatory quarterly safety meetings and meet all applicable federal, State and local regulations. All personnel of the Contractor are required to participate in the System Safety Emergency Program Plan.

(F) The following areas are to be included in the System Safety Emergency Program Plan:

1. Program elements and how safety is incorporated into the organization; what kinds of emphasis is placed on safety; how the safety program is managed; and how various responsibilities are communicated to personnel at all levels.

2. Investigation procedures for major incidents; what circumstances and conditions determine which incidents will be investigated; who does the investigation and to whom do reports go; and what follow-up action is taken and by whom.

3. Baseline and ongoing process for identifying key safety issues and how they are addressed.

4. Baseline and ongoing process for hazard identification and resolution; and when corrective action is needed, how is it initiated and followed up.

5. Accountability for safety and how it is carried out, e.g. job description inclusion, clear lines of responsibility, part of annual personnel evaluation, etc.

6. Comprehensive safety training program; the elements; and who conducts training and what is included in the program.

7. Process for compiling and submitting monthly NTD safety data.

(G) All Key Personnel and all staff with direct safety oversight responsibility shall have already completed or will complete within six months of NTP (or within six months of hire), all “voluntary” Safety training courses identified in 49 CFR part 672 (final rule or latest revision). Refresher courses shall be completed at the recommended intervals. The Contractor shall be responsible for all costs associated with the training. Certificates shall be provided to the County by the Contractor upon completion of each course for all personnel. The Safety Training course list includes:

1. SMS Awareness (Online course)
2. Safety Assurance (e-Learning course)
3. SMS Principles for Transit
4. Effectively Managing Transit Emergencies
5. Transit Revenue vehicle System Safety
6. Fundamentals of Revenue vehicle Collision Investigation

(H) Safety performance measurement criteria shall include:

1. Safety Objective
2. Safety Performance Target
3. Safety performance Indicator

(I) Key Personnel and all supervisors shall complete or already be certified in the National Incident Management Systems training program within the first year of Contract award and/or their first year of assignment to ATL and/or the County. Key Personnel and supervisors are required to successfully complete (ICS) classes 100, 200, and 300. Certificates shall be provided to the County and ATL by the Contractor upon completion of each course.
Safety Managers should have completed the Public Transportation Safety Certification Training Program (PTSCTP) or be in process of attaining certification within one-year of the Contract start date.

A Safety and Hazard Tracking log shall be maintained by the Contractor and provided to ATL and the County per Section 6.2 and the Reporting Schedule in Section 13.

5.18 Quality Management System

(A) The Contractor shall provide a Quality Management System Plan designed to cover all aspects of Operations and Maintenance services being provided on this Contract. The Quality Plan shall closely interface with the Safety plan.

(B) The Quality supervisors shall be required to possess Quality/Organizational Excellence (CMQ/OE) ASQ certification or similar certification and training from a recognized and appropriate certifying body.

(C) The Contractor’s Quality Plan shall,

1. Follow the latest revision FTA Quality Management System Guidelines (October 2019 or newer as revised)
2. Clearly define:
   a. Key Personnel
   b. Staff responsibilities
   c. Process and procedures (including Standard Operating Procedures)
3. Promote reliability
4. Proactively monitor service performance standards
5. Promote ongoing process improvements
6. Emphasize a proactive as opposed to reactive approach to operations and maintenance
7. Develop and analyze reports and perform trend analysis
8. Reduce waste
9. Ensure PMI compliance
10. Investigate vehicles with repeat problems
11. Tracks road calls and identifies root cause and correction action to prevent recurrence
12. Verify that replacement parts and fluids meet Contract / OEM requirements

5.18.1 Standard Operating Procedures

(A) The Contractor is required to implement all Standard Operating Procedures provided by ATL and the County during the term of this Contract.

(B) The Contractor shall provide preliminary draft Standard Operating Procedures during the Pre-transfer Meeting (Section 8.1.2) with a final draft due to the County and ATL during the Initial Turnover Meeting (Contract Award) per section 8.1.3.
5.19 Use of Vehicles/ATL and County Assets

(A) The Contractor shall not enter into an agreement with any other party for use of equipment and/or personnel dedicated to this service without the prior written consent of ATL or the County.

5.19.1 Advertising on Vehicles

(A) The Contractor will not permit any advertising, political or other printed and/or published material to be placed on or distributed on any assigned Revenue Vehicle without the express written permission of ATL and the County. The Contractor will place advertising material only as specified by ATL and the County on the interior or exterior of the vehicles. The Contractor will not use or permit to be used any loudspeaker, video or other device for the purpose of such advertising or other communication other than as designated by ATL and the County. In the event that Contractor receives any payment or other consideration in connection with any such material, payment or consideration shall be promptly delivered to ATL or the County and any and all advertising revenues shall be the property of ATL or the County.

5.19.2 Capital Items Provided by ATL and/or the County

(A) The title to capital items provided by ATL or the County shall remain with ATL and the County. The Contractor shall be required to maintain such items utilizing manufacturers’ recommended maintenance standards, at a minimum, or those standards provided by ATL or the County, at ATL or the County’s sole discretion. Furthermore, the Contractor shall maintain adequate property control records of all ATL and County-furnished property in accordance with sound industry practice and as approved by ATL and the County. (See Section 17)

(B) The Contractor shall maintain all equipment in accordance with ATL and County Capital Management, TAM, and Fleet & Facilities plans.

5.20 Marketing and Promotional Activities

(A) ATL and the County will be responsible for marketing program development and implementation. The Contractor will review marketing activities upon request of ATL or the County and provide comments and recommendations.

5.20.1 Public Meetings

(A) Upon request by ATL or the County, the Contractor will attend public meetings to provide information concerning the transit system.

5.20.2 Promotional Services

(A) The Contractor may be asked by ATL or the County on an occasional basis during the term of this Contract to provide promotional transit services. The Contractor shall make available to ATL or the County the Revenue Vehicles and Operators for special marketing and promotional activities that may involve operation of the vehicle as well as stationary exhibitions. Such service shall be provided at the same rate as charged for regular Xpress, Commuter Service, or Fixed Route Local Revenue Service, as applicable, (arrival time to end time), and the rate shall be paid from the start of scheduled Revenue Service to the end of schedule Revenue Service, excluding Deadhead. This shall be considered a special event service request as defined in Section 5.2.4, Special Event Services.
5.20.3 Surveys

(A) The Contractor will cooperate and comply with reasonable requests by ATL or the County to distribute notices, schedules, or other promotional materials to passengers in connection with the services provided or to support data collection programs.

(B) ATL and the County reserve the right to conduct passenger surveys and other service-related data collection at its sole discretion. These surveys may be administered by authorized representatives of either agency or a designee. It is the responsibility of the Contractor to ensure the cooperation of all personnel affected by a survey, including the distribution by vehicle Operators of survey questionnaires or other actions to obtain service-related information.

(C) The Contractor shall not conduct passenger surveys whether with their own staff or through a third-party vendor without written consent from ATL and the County. Any request by the Contractor to ATL and THE COUNTY to conduct surveys must include survey content and schedule.

5.21 Contractor/Client Service Responsibilities

(A) This section is intended to be a concise summary of the division of responsibility between the Contractor and both clients ATL and the County for the Service Scope of Work. Keep in mind that all elements of Services and support needed to meet the requirements of this RFP, which are not listed as responsibilities of ATL or the County, are assumed to be responsibilities of the Contractor, whether specifically set forth or not. It is not a substitute for the text above. If there are any discrepancies between this subsection and the remainder of Section 5 and all preceding and following sections, the text here will be superseded by the relevant subsection above.

(1) General and Operations Responsibilities

(a) Contractor’s Responsibilities - These shall include, but not be limited to, the following:

(i) Day-to-day management and operation of all transit services to the levels and standards required as described throughout this RFP

(ii) Safety of passengers and employees

(iii) Transit personnel recruiting, employment, and retention

(iv) Employee training, retraining, testing and supervision

(v) Implementation of all current and future federally required programs, such as drug and alcohol testing and ADA, and Title VI compliance

(vi) Personnel administration and policy

(vii) Employee payroll

(viii) Internal budgeting and accounting

(ix) Documentation of standard operating procedures

(x) Reporting to both clients ATL for Xpress service and The County for the County’s service

(xi) Service dispatching and street supervision
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(ii) Printing of system maps, schedules, rider’s guides, and transfers (excluding ATL Xpress routes)

(iii) Distribution of schedules and other printed materials

(iv) Service run cutting

(v) Paratransit reservations, scheduling, and application processing, eligibility determinations and issuance of picture Paratransit identification cards (County only)

(vi) Half-fare eligibility determinations and issuance of picture identification cards (County only)

(vii) Revenue collection and cash handling, including subcontracting with an armored car service

(viii) Support vehicles, support vehicle fuel, and radio communications equipment for support vehicles

(ix) Operations computer hardware, wiring to the personal computers, DSL or cable costs and computer software

(x) Uniforms

(xi) Assistance with Revenue Vehicle and Paratransit operations planning

(xii) Assistance with Revenue Vehicle and Paratransit marketing program

(xiii) Security

(xiv) Contingency plan for service disruptions

(xv) Customer service and telephone equipment

(b) **Client Responsibilities** – ATL for Xpress service and the County for the County’s Commuter Service, Fixed Route Local and Paratransit service, shall be responsible for the following:

(i) Providing Revenue Vehicle fleet

(ii) Establishing route, service level and fare policies

(iii) Approving Contractor’s drug and alcohol testing program and monitoring compliance with federal and state requirements

(iv) Approving all procedures, programs and plans as required in the RFP, and monitoring Contractor’s compliance

(v) Service planning

(vi) Releasing three customer service telephone numbers to Contractor (County’s responsibility)

(vii) Marketing, public relations, advertising

(viii) Maintaining/updating the transit web site

(ix) Provision of regular, Paratransit, and half-fare Breeze™ card stock (County’s responsibility)
(2) **Vehicle and Maintenance Responsibilities**

(a) **Contractor’s Responsibilities** – These shall include, but not be limited to, the following:

(i) Vehicle maintenance computers and hardware, wiring to the personal computers, cable costs and computer software (including all vehicle diagnostic software, data links etc.)

(ii) Management information and reporting system

(iii) Documentation of standard maintenance procedures

(iv) Preventive Maintenance Program (OEM or Approved Equal per manufacturer guidelines). Must meet FTA SGR requirement and standards and ATL and the County’s Fleet and Facility Maintenance Plan requirements.

(v) Parts required for maintenance of Revenue Vehicle and Paratransit revenue vehicles and equipment (inventory of quantities necessary for Revenue Service should always be maintained).

(vi) Tires for all revenue and Non-revenue Vehicles (including TPMS sensors if vehicle is equipped with TPMS system)

(vii) Maintenance and shop supplies

(viii) Parts inventory management (to include CAD/AVL & in-vehicle camera system equipment)

(ix) Fluids and lubricants required for Revenue Vehicle maintenance, servicing and cleaning

(x) Revenue vehicle cleaning, fueling, service and maintenance program

(xi) Revenue vehicle body maintenance including repair of accident damage

(xii) Heavy maintenance as necessary, such as engine and transmission repair and rebuild, either directly or through a subcontractor

(xiii) Revenue vehicle towing

(xiv) Maintenance/repair of wheelchair lift/ramp and related equipment

(xv) Proper disposal of hazardous waste (EPA, and Georgia, and local standards)

(xvi) Vehicle fuel (diesel, gasoline) and DEF for Revenue Service per the requirements of Section 5.5

(xvii) Support vehicles and support vehicle fuel (exception noted below)

(xviii) Uniforms
Maintenance tools
Procuring matching fabric/cushions as needed for replacement
Pest control
Maintain, troubleshoot and repair CAD/AVL systems and in-vehicle camera systems

(b) **Client Responsibilities** – ATL for Xpress service and the County for the County’s Commuter Service, Fixed Route Local, Paratransit and Microtransit service, shall be responsible for the following:

(i) Providing Revenue Vehicle fleet
(ii) Initial complete painting of Revenue Vehicles
(iii) Approving all procedures, programs and plans as required in this RFP, and monitoring Contractor’s compliance

(3) **Facilities and Equipment Maintenance Responsibilities**

(a) **Contractor’s Responsibilities** – These shall include, but not be limited to, the following:

(i) **Operations & Maintenance Facility**

(1) Comply with the Facility and Equipment Maintenance Program developed by ATL and maintain an SGR rating of 3.0 or higher for all assets owned by ATL

(2) Maintenance and repairs of buildings including: painting and repair of shop floors and walls; electrical systems; plumbing, drainage, and water separator systems; heating, ventilation and air conditioning (HVAC) systems; doors and windows, including lock repairs

(3) Maintenance and repair of all equipment and material including: lifts and hoists; air compressor, shop reels and dispensers; exhaust extraction system; revenue collection vault units

(4) All utility costs

(5) Exercise and enforcement of all warranties related to equipment, and material

(6) Janitorial services for all interior areas including rest rooms, Operators’ lounge, administrative and maintenance offices, shop areas, etc.

(7) Maintenance and repair of the Revenue Vehicle wash rack including lubrication of grease fittings, changing and checking filters, cleaning of drain traps, etc.

(8) Maintenance of fire suppression equipment

(9) Maintenance and repair of concrete and asphalt surfaces

(10) Groundskeeping; maintenance of fencing, signage and security features

(11) Removal of snow/ice; applications of sand/salt as indicated for safety

(12) Removal of oil leak stains from concrete and asphalt, inside and outside
(13) Any other janitorial and minor routine building maintenance function not specifically addressed above

(14) Maintenance and repair of all diesel fueling equipment

(15) Pest and weed control

(16) Storm Water Runoff Plan (SWPPP), Spill Prevention, Control, Countermeasure Plan (SPCC) and the Facility Response Plan (FRP)

(ii) **Passenger Facilities (County service only)**

(1) Groundskeeping as detailed above

(2) Maintenance and repair of County-owned shelters, benches, trash receptacles, smokers, bike racks

(3) Regularly updated computerized Revenue Vehicle stop inventory

(4) Installation of Revenue Vehicle stop signposts; storing and maintaining appropriate inventory of sign faces (County will provide) and posts (Contractor will provide)

(5) Pest and weed control

(iii) **Other Equipment**

(1) Maintain and repair all equipment, and replace as necessary

(2) Provide all computer hardware, software and wiring and pay all associated costs (excluding ATL Xpress Service)

(3) Provide all vehicle(dispatch communications equipment and pay all associated costs (excluding ATL Xpress Service)

(4) Provide all telephones and pay all associated costs (excluding ATL Xpress Service)

(5) Maintain and repair fareboxes, and replace as necessary

(6) Maintain and repair electronic destination signs, and replace as necessary

(b) **Client Responsibilities** – ATL and the County shall be responsible for the following:

(i) Providing fareboxes, vaults and associated fare collection equipment

(ii) Revenue vehicle shelter installation

(iii) Maintenance and repair of concrete and asphalt surfaces at park & ride lots and transit center

(iv) Maintenance and repair of curbs and sidewalks at park & ride lots and transit center

(v) Striping parking areas at park & ride lots and transit center

(vi) Maintenance and repair of lighting/fencing at park & ride lots and transit center

(vii) Repair and replacement of traffic signs at park & ride lots and transit center
(viii) Utility costs of security lighting at park & ride lots and transit center
(ix) Providing Revenue Vehicle stop post specifications; providing Revenue Vehicle stop sign faces

6 Reporting Requirements

(A) All records and reports are the property of ATL and the County, respectively.

(B) 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, Commuter Service, Paratransit, and Microtransit service efficiency and effectiveness of customer feedback.

(C) 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 prior to service start-up and is to be approved by ATL and the County prior to start up.**

(D) The following are to be incorporated in the Contractor’s record keeping/reporting plan:

1. The Contractor must utilize automated data processing to facilitate the efficient compilation and comprehensive analysis of the required data reports.
   
   (a) The County utilizes TransTrack and as much reporting as possible should be done through this program. While experience and expertise in the program is not required for the Contractor, demonstrated reporting experience should be detailed in the proposal.

   (b) 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.

   (c) ATL is implementing a Clever Devices solution including CAD/AVL, incident reporting, automatic passenger counters (APCs), and automatic vehicle health monitoring (AVM) systems; and there will be a future implementation of an Enterprise Asset Management (EAM) system. Contractor is required to maintain complete and accurate records in these systems; demonstrated experience should be detailed in the proposal. ATL further utilizes Tableau for business intelligence, data visualization, and analysis. While experience and expertise in Tableau is not required for the Contractor, demonstrated experience should be detailed in the proposal. At the outset of the term of the Contract, the APC and EAM systems are 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 expense to ensure the Contractor-generated data flow into the ATL data systems will be at the expense of the Contractor. SOPs for these data flows must be maintained by the Contractor and approved by ATL. When the ATL new EAMS software is live, the Contractor will be required to use it as the primary database and management system for
All data and records collected pertinent to the Contract must be accessible in the form of a hard copy and an electronic medium accessible by 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.

(3) 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.

(4) 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.

(5) In the event of litigation claim, negotiation, audit or other action involving the records has been started before expiration of the three-year period are subject to the provisions of 49 CFR 18.42

(6) 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 any and all of the Contractor’s subcontracted facilities and activities for the purpose of evaluating and judging the nature and extent of the Contractor’s compliance with the provisions of this agreement. In such instances, the County’s representatives(s) shall not interfere with or disrupt such activities.

(7) The Contractor is responsible for ensuring all information regarding the Commuter Service, Fixed Route Local and Paratransit 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 to the receipt of federal funding, and the Contractor must ensure that all deadlines and procedures established by the FTA regarding the report are followed and any follow-up responses are addressed in a timely manner. 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.

(8) The Contractor operations staff shall have technical training and a clear understanding of all aspects of the NTD Report including how to develop an FTA approved methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the Contractor shall provide the required NTD information along with all backup information. This information shall be verified and completed in TransTrack and any reporting that TransTrack cannot support shall be supplied with the monthly invoice.

(9) The proposer shall submit with its proposal a complete description of its proposed MIS along with samples of the reporting capabilities of the system. Section 6 and Section 13 identifies minimum report requirements. The selected Contractor shall ensure that the system data and reports are in formats that can accessed and read by ATL and the County or its designee at any time utilizing standard MS Office software.

(10) 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.
6.1 Financial Records

(A) 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.

6.2 Scheduled Reports

(A) Daily Operations Report – No later than 1:00 PM on the following Business Day, the Contractor shall submit a Daily Operations Report in TransTrack for the County unless it is otherwise unsupported by the program and in a format approved by ATL. This report shall summarize the previous day’s operations activities relevant for each service separately (ATL Xpress and the County’s Commuter Service, 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 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 or revenue hours missed
(7) Road calls including any interruptions to Revenue Service, problem 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 boardings
(10) Detours with all relative information including routes/Trips affected, begin and end time, reason for detour, Revenue Vehicle stops not served, time Customer Service and ATL staff notified
(11) Vehicles with inoperable ADA equipment including wheelchair lifts, PA systems, destination sign, talking Revenue Vehicle identified by Revenue Vehicle number/Trip to be performed and resolution of the issue
(12) CAD/AVL issues
(13) Farebox issues prior to 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 affecting 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 route, number of people transported, number of boardings per hour, trips per hour and mile

(20) Fare collection and reconciliation (must be within one Business Day of collection)

(B) **Weekly Operations Report** – No later than 1:00 PM on 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 table (Section 13) in addition to the following:

(1) Any subsequent revisions to the weekly reports will be submitted to ATL and the County within one week of when errors are detected.

(2) Safety Hazard Tracking log

(C) **Monthly Operations Report** – 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 table (Section 13) in addition to the following:

(1) ADA certification applications and status

(2) DBE reports

(3) All vendor pay report

(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, status per Fare System requirement chart in Section 13

(D) Quarterly Reports – 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

(E) Other Reports – The Contractor shall be required to prepare and deliver additional reports to ATL and/or the County. Other reports shall include:

(1) NTD reports
(2) Annual Drug and Alcohol compliance certification
(3) Quarterly and semi-annual DBE reports
(4) Equal Employment Opportunity Affirmative Action Reports as required

(F) The Contractor shall make the following available to ATL and the County for on-site review.

(1) Training status of all employees. Report shall include scheduled training requirements and level of completion for each employee
(2) 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

(G) 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.

(H) Section 13 contains a chart for Scheduled Reporting requirements, intervals, and references.

6.3 Vehicle Records and Reports

(A) 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 5.6.2 above.

(B) 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.
6.4 Driver Vehicle Inspection Report

(A) A DVIR shall be completed daily on each vehicle prior to service and after service and filed chronologically by vehicle number. The Contractor shall maintain records of all defects and their repairs. DVIRs shall be kept on file for the duration of the term of the Contract, and copies of all DVIRs shall be turned over to ATL and the County upon termination of the Contract. DVIRs shall be provided by the Contractor and shall be vehicle type specific with a numbering system specific to each vehicle type.

6.5 Accident/Incident Reports

(A) The Contractor shall be required to notify ATL or the County immediately regarding any and all disruptions in service provision, including but not limited to vehicle breakdowns, missed Trips, detours or deviations off normal 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 by the Contractor 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:

1. Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle.
2. Disturbances such as fainting, sickness, assaults or deaths.
3. Accidents an Operator witnesses.
4. Vandalism to the vehicle while in service.
5. 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.

(B) 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 County’s service. The Contractor shall email, text and call each listed points of contact:

1. ATL transit service in the following order: Chief Communications Officer, Transit Operations Director, Operations Specialist.
2. County transit service in the following order: Transit Operations Director or Maintenance Director, DOT Transit Manager, Department of Transportation (DOT) Transit Manager, DOT Deputy Director, and DOT Director.

(C) Leaving a voicemail message does not constitute making contact in an emergency situation.

(D) 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 also will 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.
6.6 National Transit Database Reporting

(A) The Contractor shall be responsible for collecting NTD data and preparing all possible NTD reporting elements for ATL and the County to submit to the Federal Transit Administration (FTA). The Contractor is required to provide a minimum of two (2) Key Personnel with a minimum of 3 years documented NTD experience including NTD report generation and form completion with at least one person dedicated to ATL and at least one other person dedicated to the County. The Contractor shall be responsible for ensuring that all reported NTD data is accurate and meets FTA requirements and definitions. The County uses TransTrack for NTD reporting collection and the Contractor is responsible for ensuring data and information is complete in the program. The Contractor shall maintain the most recent NTD data collection procedures for reporting at the appropriate level. The NTD Reporting Plan shall address the following required reports:

(B) Monthly Reports – The Contractor will submit the following NTD reports to ATL and the County with the monthly performance reports and invoice:

1. Ridership Activity (MR-20) by mode
2. Safety and Security Monthly Summary Report

(C) Quarterly Reports – Within thirty (30) Days of the previous quarter the Contractor shall complete and submit to ATL and the County the following NTD reporting forms:

1. Form S-10, Transit Agency Service. Back-up documentation justifying the data shown regarding “service supplied”, “service operated” and “service consumed” shall be supplied. This includes all passenger mile sampling data, summary, and tabulation. The County is on the 3-year cycle for passenger mile data collection. The next data collection year for the Contractor will be calendar year 2020.
   a. The Contractor is responsible for performing all sampling tasks
2. Form A-30, Revenue Vehicle Inventory (unless new vehicles, only mileage data need updating)
3. Form A-35, Service vehicles

(D) Annual Reports – The Contractor shall assist ATL and the County in compilation and submission of its annual report, due to FTA by a specific date following the end of ATL’s fiscal year in June and the County’s fiscal year in December. Rather than waiting until the end of a report year, NTD report preparation may include the Contractor’s periodic submittal of data throughout the report year. In any event, the Contractor will submit to ATL and County required information pertaining to the NTD thirty (30) Days prior to the NTD submission date. Should FTA request revisions or explanations for any portion of the annual NTD report, the Contractor will provide enhanced or additional data in a timely manner – at least five (5) Days prior to the FTA deadline. If data is not provided in a timely manner or is inaccurate, the Contractor will reimburse ATL and/or the County for any costs associated with compiling the data.

(E) For the County, the Contractor shall provide all reports in the TransTrack Database and ensure the data is correct and updated at the above stated schedule.
6.7 Disadvantaged Business Enterprise (DBE) Report

(A) 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 is not limited to the ATL and the County’ 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.

(B) The Contractor shall provide monthly and quarterly reports per the delivery timeline in Section 6.2. 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.


(A) The Contractor shall maintain and implement an Equal Employment Opportunity/Affirmative Action program and policy in accordance with FTA guidelines.

(B) 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, and contractor who meet both of the following threshold requirements must implement all of the EEO Program elements:

(1) Employs 100 or more transit-related employees, and

(2) Requests or receives capital or operating assistance in excess of $1 million in the previous Federal fiscal year, or requests or receives planning assistance in excess of $250,000 in the previous Federal fiscal year.

(C) Any FTA applicant, recipient, subrecipient, and contractor who meets both of the following threshold requirements must prepare and maintain an abbreviated EEO Program:

(1) Employs between 50-99 transit-related employees, and

(2) Requests or receives capital or operating assistance in excess of $1 million in the previous Federal fiscal year, or requests or receives planning assistance in excess of $250,000 in the previous Federal fiscal year.

(D) An abbreviated EEO Program includes the Statement of Policy, dissemination plan, designation of personnel, assessment of employment practices, and a monitoring and reporting system.

(E) 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.

(F) 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 County of their compliance with reporting requirements.

(G) Contractors who do not meet the EEO Program threshold above are still required to comply with all Equal Employment Opportunity statutes and regulations.
7  Turnover/Contract Completion

7.1  General

(A) 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.

(B) Schedules for Meetings, Inspections, Turnover etc. for Contract expiration and termination are in Sections 7.1.6 and 7.1.7 below.

7.1.1  Pre-Transfer Meeting (Contract Expiration, Termination, or Fleet Adjustment)

(A) 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, equipment to ATL and the County or the Succeeding Contractor. The location shall be provided by ATL and/or the County. The Contractor shall be represented by their Key Personnel at this meeting. ATL and the County shall be represented by their appropriate personnel. 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.

7.1.2  Contractor Pre-Initial Turnover Inspection Requirements

(A) Upon notice of expiration or termination of the Contract, the Contractor shall prepare Individual Asset Turnover Folders for each vehicle, facility, and piece of equipment. Each folder shall contain records including:

1. The last vehicle, facility, and equipment Preventive Maintenance Inspection (PMI) with follow-up repair orders
2. A detailed set of pictures of the assets (both interior and exterior where applicable),
3. Life-to-date mileage
4. Life to date equipment hours
5. Campaign completion information
6. Fluid analysis reports (including analysis date and life miles or hours when performed)
7. Vehicle, facility, and equipment maintenance history for the previous six (6) months.
8. Park and ride lots, Revenue Vehicle stop, satellite parking area inventory list including addresses and maintenance records

(B) The Contractor shall provide 3 hard copies and 3 electronic file copies in searchable Adobe .pdf formats and submitted on secure USB flash drive (Kingston Data Traveler Vault Privacy 3.0 or latest revision secure flash drive) each to ATL and the County for their respective assets. Each asset folder (hard copy and electronic) shall be labeled with the asset’s vehicle number, make and model, and/or identifying name (as applicable),
(C) The Contractor shall be required to provide the completed vehicle, facility, and equipment folders to ATL and the County for their individual assets, fourteen (14) Days prior to the scheduled start of the Initial Turnover Inspection. ATL and the County shall provide the folders to the Independent Third Party or Parties’ Auditor to aide in the Initial Turnover Inspection.

(D) The cost of preparing all required Individual Asset Transfer Folders shall be borne by the Contractor.

7.1.3 Initial Turnover Inspection (Contract Expiration, Termination, or Fleet Adjustment)

(A) Upon notice of expiration or termination of the Contract, an Initial Turnover Inspection of the assigned Revenue Vehicles, facilities, and equipment shall occur prior to transfer of the vehicles to ATL and the County or its Succeeding Contractor.

(B) An Independent Third Party or Parties Auditor(s) chosen by ATL and/or the County shall conduct the Initial Turnover Inspection. The Initial Turnover Inspection shall be conducted in accordance with the procedures described below. At the Initial 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. The Contractor shall also make available to ATL and the County’s 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 at the Initial Turnover Inspection.

(C) Within fourteen (14) Days following completion of the Initial Turnover Inspection, ATL and the County will issue the Independent Third-Party Auditor’s Initial Inspection Report to the Contractor.

(D) The Initial Inspection Report shall contain:

1. Pictures of damage, wear, and defects for vehicles, facilities, and equipment
2. Condition assessment of all vehicles including corrective action cost estimates to return vehicles to a state of good repair
3. 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 per the NTD scoring methodology in Section 7.3
4. 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 7.3
5. 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 7.3
6. Review of records and documentation for vehicles, facilities, equipment, and personnel
7. Review of all inspections and permits for all vehicles, facilities, and equipment

(E) 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 intends to pay for the cost of said work (see Section 7.1.8). If the
Contractor chooses to perform the repair work, 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.

7.1.4 Final Turnover Inspection

(A) 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 in a satisfactory manner. The Final Turnover Inspection shall also identify any additional repairs that may be needed due to conditions that arose following the Initial Turnover Inspection.

(B) 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.

(C) 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.

(D) All systems reviewed in the Initial Turnover Inspection shall be re-examined. The 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.

(E) 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.
2. Includes review of work orders and other documentation including physical inspection
3. Repair cost estimates for additional items needing repair not identified in Initial Inspection Report.
4. Pictures of damage, wear, and defects for vehicles, facilities, and equipment.
5. Revised condition assessment of all vehicles including corrective action cost estimates to return vehicles to a state of good repair.
6. 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 per the NTD scoring methodology in Section 7.3

(7) 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 7.3

(8) 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 7.3

(9) Revised review of records and documentation for vehicles, facilities, equipment, and personnel

(10) Record reviews include fluid analysis, deferred maintenance, and out of service lists etc.

(11) An inventory of installed tires by vehicle number including tread depth, pressure, installed tire location on vehicle, and tire serial number.

(12) In the event the Contractor chose 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 repairs costs paid by the Contractor.

(F) Vehicle, facility, and equipment repair estimates shall be used to provide 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 Service Start date.

7.1.5 Final Walk-Through Inspection

(A) 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 vehicle, facilities, and equipment conditions.

(B) 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.

(C) Any new changes to vehicles, facilities, and equipment necessitating repairs shall be the responsibility of the Succeeding Contractor. The repair estimates shall be provided by the Independent Third-Party Auditor with Contractor responsible for the repair costs.

(D) The Final Walk-Through shall also include a full inventory and accounting of County tickets and passes and County owned inventory.

(E) The Final Walk through shall include fuel, DEF, and fluids inventory and reconciliation.

7.1.6 Contract Expiration Transfer Schedule

(A) The Contract Expiration Transfer Schedule shall apply to transfers to ATL, the County, and the Succeeding Contractor.

| Pre-transfer meeting (7.1.1) | 120 Days prior to Contract expiration date |
7.1.7 Contract Termination Transfer Schedule

(A) The Contract Termination Transfer Schedule shall apply to termination by choice but not termination by cause.

<table>
<thead>
<tr>
<th>Event</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-transfer meeting (7.1.1)</td>
<td>No later than 7 Days after Notice of Termination</td>
</tr>
<tr>
<td>Individual Asset Turnover Folders due (7.1.2)</td>
<td>2 Days prior to Initial Turnover Inspection</td>
</tr>
<tr>
<td>Initial Turnover Inspection (7.1.3)</td>
<td>No later than 14 Days after Notice of Termination</td>
</tr>
<tr>
<td>Initial Inspection Report (7.1.3)</td>
<td>Within 14 Days following Initial Turnover Inspection</td>
</tr>
<tr>
<td>Contractor repair intention due (7.1.3)</td>
<td>Within 3 Days following issuance of Initial Inspection Report</td>
</tr>
<tr>
<td>Contractor payment or security due (7.1.3) (7.1.8)</td>
<td>Within 3 Days of Contractor Repair intention</td>
</tr>
<tr>
<td>Contractor repair schedule due (7.1.3) (7.1.8)</td>
<td>Within 3 Days following issuance of Initial Inspection Report</td>
</tr>
<tr>
<td>Final Turnover Inspection (7.1.4)</td>
<td>Completed no later than 7 Days prior to the Contract termination date</td>
</tr>
<tr>
<td>Final Inspection Report (7.1.4)</td>
<td>Within in 2 Days of Contract termination date</td>
</tr>
<tr>
<td>Final Walk-Through (7.1.5)</td>
<td>At time of turnover</td>
</tr>
</tbody>
</table>

7.1.8 Final Payments

(A) 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 set forth in the Initial Inspection Report for such repairs. Per the applicable schedule in Section 7.1.6 (Contract Expiration) or Section 7.1.7 (Contract Termination...
by Choice), the Contractor shall notify ATL and/or the County whether it intends to complete the repair work itself or whether it intends 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.

1. 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, then 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.

2. 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, then 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 Final Inspection Report.

3. In the event the Contractor chose 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 repairs costs paid by the Contractor.

4. In the event the Final Walk-Through inspection reveals new changes necessitating repairs, the Independent Third-Party Auditor shall 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.

5. In the event ATL and/or the County determines the level of incomplete vehicle maintenance at the end of the Contract 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.

6. 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.

(B) 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.

(C) 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.
(D) The Independent Third-Party Auditor shall be the sole arbiter providing binding decisions, albeit in a fair and equitable manner, 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’.

7.1.9 Access

(A) 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.

7.1.10 Data

(A) To the extent permitted by law, the Contractor shall share with ATL, County, and the Succeeding Contractor, employee records and wage, benefit, 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.

7.1.11 Documents

(A) 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.

7.1.12 Substance Testing

(A) The Contractor shall provide ATL and the County with all documents pertaining to 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.

7.1.13 Maintenance

(A) 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.

7.1.14 Record Retention

(A) 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 records 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 litigation claim, negotiation, audit or other action involving the records has been started before expiration of the three-year period are subject to the provisions of 49 CFR 18.42

7.2 Vehicles

(A) 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 shall be in
ready to use condition per Section 9. The condition of the assigned Revenue Vehicles shall be determined by fleet inspections conducted by an Independent Third-Party Auditor(s). Inspections shall include:

(1) All vehicles shall be road tested
(2) Vehicle exterior finish and appearance
(3) Vehicle interior finish and appearance
(4) Drivetrains, including engines, drive units, and axles
(5) Suspension and steering
(6) The Contractor shall perform performance brake testing on all vehicles with the Independent Third-Party Auditor
(7) All vehicle equipment sub-systems shall be checked for function (including radio, sign, CAD/AVL, fare system, camera systems etc.
(8) All ADA equipment including restraints, seats, ramps, and lifts shall be inspected
(9) All work history, PMI inspections and repairs, fluid analysis, shall be reviewed
(10) Tire inspection noting pressure, tread depth, installed location on vehicle, tire serial number
     (a) The Contractor shall ensure that all tires are safe for transit operation prior to transfer of a vehicle to ATL, the County or the Succeeding Contractor

7.3 Facilities and Equipment

(A) 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 per the latest revision FTA Facility Condition Assessment Guidebook. Facility and equipment scoring shall be measured using FTA’s TERM scale.

(1) 5 - Excellent
(2) 4 - Good
(3) 3 - Adequate
(4) 2 - Marginal
(5) 1 – Poor

(B) 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 prior to 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:

1. 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)

2. The scores for each piece of equipment shall be no lower than 3 (Adequate)

3. No sub-component or equipment score shall drop 2 points or more (example: from 5 to 3) over the term of the Contract

(C) The Contractor shall ensure all facility and pieces of equipment have the required valid inspections and permits through the end of the Contract. This requirement shall apply to all inspections and permits, such as vehicle hoist inspections, fuel systems, and waste systems etc.

8 Turnover/Contract Start

8.1 General

(A) 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; and 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.

(B) A schedule outline for Meetings, Inspections, Turnover etc. for Contract start of service are in Section 8.1.8 below.

8.1.1 Contract Signing

(A) The Contractor shall provide the signed Contract, performance bond, and payment bond to ATL and the County within ten (10) Days of Contract award.

8.1.2 Pre-Transfer Meeting (Contract Award)

(A) 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, equipment from ATL and the County or the Preceding Contractor to the Contractor. The location shall be provided by ATL and/or the County. The Contractor shall be represented by their Key Personnel at this meeting. ATL and the County shall be represented by their appropriate personnel. 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 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:

1. Service continuity plan

2. Turnover audit participation

3. Transition process for facilities, equipment, and staff

4. Reporting dates for all personnel
(5) Talent acquisition and retainment (including plans for labor agreements)
(6) Training milestones for all staff
(7) Staff chain of command
(8) Staff job description and duties
(9) Materials inventory plan
(10) Safety program plan and implementation schedule
(11) Implementation of Quality Plan
(12) Dates and plan for acquiring vehicle insurance
(13) Vehicle permits
(14) Facility and equipment licensing and permits
(15) Schedule for acquiring North facility lease
(16) Schedule for attaining fully equipped and operational facilities status
(17) Pickup and staging of all vehicles at their assigned facilities
(18) SOP, Safety, and Training milestones, documentation, procedures preliminary drafts (Section 5.18.1)
(19) Security including cyber security plan
(20) Record keeping and reporting plan
(21) Innovation proposal and plan

(B) The Pre-Transfer Meeting’s discussions shall also include:

(1) Schedule dates for follow-up meetings
(2) Discuss procedure for document draft review to achieve final draft submission schedule
(3) Discuss vehicle, facility, and equipment inspection guidelines and procedures
(4) Discuss the procedures for the actual transfer of the vehicles, facilities, and equipment to the County or the Contractor.
(5) Contractor to provide draft of their maintenance record format (Section 5.6.2)
(6) Contractor to provide documentation to ATL and the County affirming compatibility of the Contractor’s, ATL, and the County’s CMMS/EAM systems (Section 5.6.2)
(7) Contractor to provide Employee Screening and Selection methodology (Section 5.10.8)

8.1.3 Initial Turnover Meeting (Contract Award)

(A) As part of the of 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 prior to transfer of the vehicles to ATL and the County or the Contractor.
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 Section 7, Section 9, and 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 intends to pay for the cost of work identified in the Initial Inspection Report.

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. ATL and the County shall be represented by their appropriate personnel. The meeting location shall be provided by ATL and/or the County. At this meeting, ATL and the County shall provide an electronic copy of the Initial Inspection Report to the Contractor and 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.

If the Preceding Contractor choses to pay for the cost of repairs, ATL and the County shall require the Contractor to develop a plan to complete all remaining vehicle, facilities and equipment repairs.

8.1.4 Intermediate Turnover Meeting (Contract Award)

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, equipment from ATL and the County or the Preceding Contractor to the Contractor. The location shall be provided by ATL and/or the County. The Contractor shall be represented by their Key Personnel at this meeting. ATL and the County shall be represented by their appropriate personnel. The purpose of the Intermediate Turnover Meeting shall be to review the Contractor’s plans and timetable. During this meeting the Contractor shall provide:

1. Vehicle Maintenance Plan (Final Draft) (Section 5.6)
2. IT Asset Management Plan (Final Draft) (Section 5.7.3)
3. COOP Plan (Final Draft) (Section 5.16)
4. Contractor’s plan to complete all remaining repairs during the first sixty (60) Days following Service Start. (If Preceding Contractor chose to pay for cost of repairs) (Section 8.1.3)
Record Keeping and Reporting system fully functional and presented to the County and ATL for final approval) (Section 6)

Provide updates on staffing level attainment

Provide updates on inventory procurement

Contractor’s Progressive Disciplinary Policy (Final Draft) (Section 5.13)

8.1.5 Final Turnover Inspection (Contract Award)

(A) 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 in a satisfactory manner. The Final Turnover Inspection shall also identify any additional repairs that may be needed due to conditions that arose following the Initial Turnover Inspection.

(B) 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.

(C) 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.

(D) 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.

(E) 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:

1. A determination as to whether the repair work required to be performed pursuant to the Initial Inspection Report is in fact complete.
2. Includes review of work orders and other documentation including physical inspection
3. Repair cost estimates for additional items needing repair not identified in Initial Inspection Report
4. Pictures of damage, wear, and defects for vehicles, facilities, and equipment
5. Revised condition assessment of all vehicles including corrective action cost estimates to return vehicles to a state of good repair
6. Revised condition assessment of both facilities including corrective action cost estimates to return the North and South Facilities to a state of good repair per the NTD scoring methodology.
in Section 7.3

(7) 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 7.3

(8) 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 7.3

(9) Revised review of records and documentation for vehicles, facilities, equipment, and personnel

(10) Record reviews include fluid analysis, deferred maintenance, and out of service lists etc.

(11) 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 shall ensure the Final Inspection Report repair costs do not include those repairs costs paid by the Preceding Contractor.

(F) 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, equipment at Contract Service Start date.

8.1.6 Final Walk-Through Inspection

(A) A Final Walk-Through inspection shall be performed 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.

(B) 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.

(C) Any new changes to vehicles, facilities, and equipment necessitating repairs shall be the responsibility of the Contractor. The repair estimates shall be provided by the Independent Third-Party Auditor with Preceding Contractor responsible for the repair costs.

8.1.7 Service Start (Contract Award)

(A) The Contractor shall be responsible for carrying out an effective and smooth transition and start-up process and 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.

(B) The Contractor shall ensure all vehicles have the required permits and insurance.

(C) The Contractor shall have inventory available to perform all preventative maintenance, projected basic repairs, and tire replacement on the Service Start date.

(D) The Contractor shall ensure that all employees have the appropriate uniforms on Service Start date.
The Contractor shall ensure sufficient staff has been hired and properly trained to perform all required duties on Service Start date.

The Contractor shall ensure that all communications and computer systems are properly deployed and fully operational on the Service Start date.

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.

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.

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 a prior waiver was agreed to by ATL and/or the County. 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.

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.

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.

### 8.1.8 Contract Award Transfer Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed Contract returned to ATL (8.1.1)</td>
<td>Within 10 Days of Contract Award</td>
</tr>
<tr>
<td>Performance Bond (8.1.1)</td>
<td>Within 10 Days of Contract Award</td>
</tr>
<tr>
<td>Payment Bond (8.1.1)</td>
<td>Within 10 Days of Contract Award</td>
</tr>
<tr>
<td>Pre-Transfer meeting (8.1.2)</td>
<td>Within 14 Days of Contract Award</td>
</tr>
<tr>
<td>Initial Turnover Meeting (Contract Award) (8.1.3)</td>
<td>No later than 60 Days prior to Service Start date</td>
</tr>
</tbody>
</table>
9 Vehicle Condition at Turnover

9.1 General

(A) 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.

(B) 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.

(1) 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.

(2) The engine compartment and undercarriage steam cleaned with no accumulation of dirt, oil, or other debris present.

(3) No exterior body damage including any dents, scratches, and missing or torn decals, bumper or bike rack damage. No interior body damage, graffiti, scratches or missing or torn decals.

(4) No broken, cracked, scratched, etched, or fogged glass.

(5) No seats with rips or tears in the seat covering including the Operator’s seat. All hand rests, reclining mechanisms are fully functional through each area of adjustment or movement.

(6) Fully functional interior and exterior doors and latches.

(7) No rips, tears, or graffiti on the interior surfaces of the Revenue Vehicle.

(8) Fully functional fuel systems including DEF systems.

(9) No fluid leaks.

(10) No pinion seal leaks or moisture of any kind around the pinion seal.

(11) Tires must be serviceable and properly matched on each axle.

(12) No belts or hoses with any dry rot, cracking or sign of wear, all clamps present and of constant torque type.

(13) All lines, hoses, and harnesses properly secured and not rubbing against any surface or touching each other.
(14) No wheel bearing leaks or moisture around wheel seals.
(15) Brake linings or pads at 75% of original specifications.
(16) Air systems without any noticeable oil discharge; air compressor must pass standard discharge test.
(17) Fully functional electrical systems with all bulbs working and properly positioned.
(18) Fully functional wheelchair lifts capable of smoothly lifting to its rated capacity without fault. Fully functional kneeling and ramp systems.
(19) Wheelchair tie downs in excellent condition with a full set of tie downs that are clean and serviceable without rips, frays or tears.
(20) Smooth operation from 0 to 65 MPH without noticeable vibration.
(21) Smooth operation of the engine without any misfire.
(22) Retarder and Jake Brake fully functional.
(23) All fluids at the proper level.
(24) Engine oil use of less than one gallon per 1,000 miles based upon the last month’s service oil consumption report.
(25) Engine and transmission oil analysis completed within 30 Days of turnover demonstrating no out of range results.
(26) Proper balance and alignment for all tires.
(27) Vehicle freshly and properly greased/lubricated.
(28) Serviceable radius rods, shocks, airbags, leveling valves, and steering components.
(29) No bent or discolored rims.
(30) Functional County-owned Revenue Vehicle related equipment including fare collection, communications, ITS, and safety equipment.
(31) Functional emergency window exits.
(32) Fully functional heating and air conditioning capable of cooling the Revenue Vehicle at least 20 degrees lower than actual ambient air temperature.
(33) All required inspections performed with shortcomings and deficiencies found during said inspections repaired.
(34) No out of service conditions.
(35) All announcement systems and signs in full working condition.
10 Performance Standards

10.1 General

(A) Services provided by the Contractor shall be operated to maximize productivity and service quality for the customer. The following Performance Standards shall be eligible for Liquidated Damages on a monthly basis, unless otherwise specified. Performance Standards shall be evaluated at the beginning of each Contract year and may be adjusted to conform to the overall annual goals of the County, ATL and/or actual results of prior year’s activities.

10.2 Liquidated Damages for Non-Compliance with Performance Standards

(A) ATL and the County expects the Contractor to meet or exceed the Performance Standards specified in Table 10.2 of this RFP. The following Liquidated Damages set forth in Table 10.2 may accrue and be assessed if these Performance Standards are not met:

(B) Due to the nature of the Services to be rendered, the Contractor, the County and ATL agrees that it is extremely difficult to fix actual damages which may result from failure on the part of the Contractor to perform any of its obligations herein and resulting in loss to ATL or the County. Therefore, all parties agree that the Contractor’s liability for failure to meet the Performance Standards set forth in Table 10.2 should be limited to and fixed at the sums stated herein as Liquidated Damages. The decision by the County and ATL is final with respect to any assessment of Liquidated Damages. The County and ATL may rely on information supplied by the Contractor, by the public, by staff, or by any other means available in determining assessment of Liquidated Damages.

(C) Liquidated damages will be deducted from the monthly invoice totals for the month in which the damage was incurred. Liquidated damages will not be assessed for failure to meet Performance Standards if they are judged to be the result of events that are outside the control of the Contractor, as determined by the County and/or ATL.

(D) The County and ATL reserves the right, at their sole discretion, to allow extenuating circumstances to excuse the imposition of Liquidated Damages. The assessment of Liquidated Damages as provided under this Contract shall in no way whatsoever relieve the Contractor of its obligations to provide the Services required by the terms of this Contract.

(E) Assessment of Liquidated Damages for any violation(s) on one or more occasion does not constitute a waiver of the County and/or ATL right to terminate the Contract for default pursuant to the Termination of Agreement for Default clause of this Contract or for any violations on any other occasions. Remedies described in this paragraph and in the Termination of Agreement for Default clause shall be, at the County’s and/or ATL’s sole discretion, cumulative and not alternative.

(F) Table 10.2 below provides the Performance Standards, and Liquidated Damages for Non-Compliance. In addition, Table 10.2 sets forth whether or not a cure period will be afforded to the Contractor in the event the Contractor fails to meet the applicable Performance Standard. If a cure period is afforded to the Contractor, then Table 10.2 will note the length of the cure period and how often the cure period may be afforded during the term of the Contract. If no cure period is afforded to the Contractor for a particular Performance Standard, then Table 10.2 will note “No cure period”. If applicable, a cure period for failure to meet a Performance Standard will begin from the date the Contractor failed to meet the...
applicable Performance Standard. During the cure period the Liquidated Damages for failure to meet the applicable Performance Standard will not be accrued or assessed. If the Contractor does not successfully cure the failure to meet the Performance Standard during cure period then Liquidated Damages may accrue and be assessed by the ATL or County, as applicable, beginning from the end of the applicable cure period.
### Table 10.2. Performance Standards, and Liquidated Damages for Non-Compliance

<table>
<thead>
<tr>
<th>FIXED ROUTE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FIXED ROUTE KPI INCENTIVE</strong></td>
</tr>
<tr>
<td><strong>Fixed Route Missed Trips performance standard shall be defined as:</strong> 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. ATL or 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 Xpress, non-preventable accidents involving Xpress, 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.</td>
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</tbody>
</table>

| **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 and ATL consider late on-time performance to be 85 percent of all Commuter Service and Xpress commuter runs completed five (5) minutes late of the scheduled time. The County and ATL require 100% of runs must depart zero (0) minutes early from a scheduled time point. Any local or commuter 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, $1000 if ATL Xpress service on-time performance exceeds 90% in a given month, $1000 if the County’s Commuter Service on-time performance exceeds 90% in a given month | 1. $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. 2. $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. 3. $1.00 per revenue hour shall be deducted from the Contractor’s monthly service hour billing each month the County’s Commuter 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 | County and ATL |

<table>
<thead>
<tr>
<th><strong>PARATRANSIT</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>PARATRANSIT KPI INCENTIVE</strong></td>
</tr>
<tr>
<td><strong>Fixed Route buses operating ahead of schedule shall not be permitted.</strong> No bus shall depart a time point before its scheduled start time.</td>
</tr>
</tbody>
</table>
### Table 10.2. Performance Standards, and Liquidated Damages for Non-Compliance

<table>
<thead>
<tr>
<th>FIXED ROUTE</th>
<th>Liquidated Damages</th>
<th>Cure Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total telephone call hold times</strong> shall be no longer than two minutes, with primary and secondary individual hold times not to exceed one minute.</td>
<td>$200 if 99% of monthly average total hold times less than 2 minutes is achieved.</td>
<td>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.</td>
</tr>
<tr>
<td>$200 if 99% of monthly average total hold times are greater than 2 minutes.</td>
<td>County only</td>
<td></td>
</tr>
<tr>
<td><strong>A Paratransit trip denial shall be defined as:</strong></td>
<td></td>
<td>County only</td>
</tr>
<tr>
<td>• 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.</td>
<td></td>
<td>County only</td>
</tr>
<tr>
<td>• If the denied original trip negates the need for a return trip (roundtrip), the denial shall be counted as two denied trips.</td>
<td></td>
<td>County only</td>
</tr>
<tr>
<td>• 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.</td>
<td></td>
<td>County only</td>
</tr>
<tr>
<td>• 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.</td>
<td></td>
<td>County only</td>
</tr>
<tr>
<td>• If the rider accepts a return trip but not the outbound trip, the outbound trip shall be counted as one denial.</td>
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<td>County only</td>
</tr>
<tr>
<td>• The Contractor is required to ensure no more than .25% (a quarter of a percent) of all monthly requested trips are denied.</td>
<td>$1000 if less than .25% (a quarter of a percent) of all requested trips are denied.</td>
<td>County only</td>
</tr>
<tr>
<td>• If the Contractor can only provide one leg of the rider’s requested next-day round-trip, and 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</td>
<td>$1000 if more than .25% (a quarter of a percent) of all requested trips are denied.</td>
<td>County only</td>
</tr>
<tr>
<td><strong>A missed Paratransit trip shall be defined as:</strong></td>
<td>$1000 if less than .25% (a quarter of a percent) of all requested trips are missed.</td>
<td>No Cure Period</td>
</tr>
<tr>
<td>• Caused by the Contractor and not the rider</td>
<td>$1000 if more than .25% (a quarter of a percent) of all requested trips are missed.</td>
<td>County only</td>
</tr>
<tr>
<td>• Trips that are requested, confirmed, and scheduled but do not take place</td>
<td>County only</td>
<td></td>
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<tr>
<td>• 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</td>
<td>County only</td>
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</table>
### Table 10.2. Performance Standards, and Liquidated Damages for Non-Compliance

<table>
<thead>
<tr>
<th>FIXED ROUTE</th>
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</table>
| • 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. | | | |

<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>OPERATIONS KPI</th>
<th>INCENTIVE</th>
<th>LIQUIDATED DAMAGES</th>
<th>CURE PERIOD</th>
<th>AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Contractor shall comply with all ADA compliance standards including stop announcement, wheelchair securement, proper ADA equipment operation and availability, boarding assistance, etc.</td>
<td>None</td>
<td>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 or the County as appropriate. The Contractor shall not be paid for Vehicle Revenue Hours operated by vehicles with malfunctioning ADA equipment.</td>
<td>None</td>
<td>No Cure Period</td>
<td>County and ATL</td>
</tr>
<tr>
<td>The Contractor shall make an initial response to a customer complaint within three (3) Business Days (Sunday excluded) from complaint receipt (including a response to ATL or County staff). If the complaint cannot be resolved within this time frame, the customer or staff will be notified that further investigation is necessary. A completed investigation and follow-up response (telephone or email) will be provided to the customer, ATL or County staff within five (5) Business Days from complaint receipt.</td>
<td>None</td>
<td>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.</td>
<td>None</td>
<td>No Cure Period</td>
<td>County and ATL</td>
</tr>
</tbody>
</table>
| 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 and ATL, documentation of adherence to training identified throughout Section 5.11 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 5.11 | 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. | County and ATL |
Table 10.2. Performance Standards, and Liquidated Damages for Non-Compliance

<table>
<thead>
<tr>
<th>FIXED ROUTE</th>
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<tbody>
<tr>
<td>On-time performance, fare validation and accurate passenger counts are important metrics. The County and ATL require all buses in service to have fully operational fareboxes, AVL systems, and APC systems.</td>
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<thead>
<tr>
<th>MAINTENANCE</th>
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<tbody>
<tr>
<td>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 and ATL, 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.</td>
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</tbody>
</table>

| 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 and ATL documentation of adherence to Section 5.11.6 (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 non-certified technician performing HVAC system repairs or service that require the technician to have section 608 or 609 certification. The technician must have the appropriate certification for the system being repaired or serviced. |
| | | 2. $250 for each instance of a technician that has not received the required minimum annual training as identified in Section 5.11.6. |
| | | 3. $250 for each instance of a hostler not receiving the required minimum training identified in Section 5.11.6. |
| | | 4. $250 for each instance a technician charged with maintaining and/or servicing hybrid and/or electric vehicles has not received maintenance and safety training outlined in section 5.11.6. |
| | | 90 Days. Only one (1) cure period is available during the term of the Contract. |
| | | County and ATL |
**Table 10.2. Performance Standards, and Liquidated Damages for Non-Compliance**

<table>
<thead>
<tr>
<th>FIXED ROUTE</th>
<th>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 and ATL:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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 as defined in Sections 5.7.4.1 and 5.7.4.2 (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).</td>
</tr>
<tr>
<td></td>
<td>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).</td>
</tr>
<tr>
<td></td>
<td>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 either County or ATL. (example: damage repaired 33 Days after occurrence, assessment would be $300).</td>
</tr>
<tr>
<td></td>
<td>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).</td>
</tr>
<tr>
<td></td>
<td>5. $1000 per instance in the event a bus with an out of service condition (per Section 5.7.19) is placed into service. (example: a bus with a brake problem is placed into service).</td>
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<tr>
<td></td>
<td>6. $100 for each passenger seat not replaced or repaired within 72 hours of occurrence.</td>
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<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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 or ATL.</td>
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<tr>
<td></td>
<td>9. $500 for each occurrence of a bus running out of fuel.</td>
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<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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).</td>
</tr>
</tbody>
</table>

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 and ATL 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 and ATL.

County and ATL
## Table 10.2. Performance Standards, and Liquidated Damages for Non-Compliance

<table>
<thead>
<tr>
<th>FIXED ROUTE</th>
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</thead>
<tbody>
<tr>
<td>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 prior to 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 5.7.19 identifies the Contractor's vehicle cleaning and cleanliness requirements.</td>
<td>$300 for each service mode and individually for the County and ATL 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 and ATL. On a monthly basis, the following assessments will be charged to the Contractor by the County and/or ATL 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 as identified in Section 5.7.19 and ATL and County vehicle cleanliness inspections identified in Section 5.7.19.2. 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.</td>
</tr>
<tr>
<td>REPORTING</td>
<td></td>
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<tr>
<td>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, Xpress, Commuter Service and Paratransit service efficiency and effectiveness of customer feedback. Basic reporting requirements are identified in Section 6 of this RFP.</td>
<td>$100 for each service mode and individually for the County and ATL 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 and ATL: 1. $50 per Day per report for each Day following the required delivery date a report is received by the County and/or ATL. Assessments shall accrue until the report is received. 2. $100 for each instance the County and ATL are not able to obtain information from Transtrack or Clever. 3. $50 per Day per report for each custom performance report requested by the County and/or ATL 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.</td>
</tr>
</tbody>
</table>

**County and ATL**
### Table 10.2. Performance Standards, and Liquidated Damages for Non-Compliance

<table>
<thead>
<tr>
<th><strong>QMS, SAFETY, AND SECURITY KPI</strong></th>
<th><strong>INCENTIVE</strong></th>
<th><strong>LIQUIDATED DAMAGES</strong></th>
<th><strong>AGENCY</strong></th>
</tr>
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<tr>
<td><strong>FIXED ROUTE</strong></td>
<td></td>
<td></td>
<td>County and ATL</td>
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<tr>
<td><strong>QUALITY MANAGEMENT SYSTEM, SAFETY, AND SECURITY</strong></td>
<td></td>
<td><strong>$200 for each service mode and individually for the County and ATL if no assessments may be made for non-compliance with required QMS, Safety and Security requirements.</strong></td>
<td><strong>On a monthly basis the Contractor shall be assessed Liquidated Damages for the amount of:</strong></td>
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<tr>
<td></td>
<td>$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 5.18 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.</td>
<td><strong>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 5.18 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.</strong></td>
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<tr>
<td></td>
<td>$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 and ATL.</td>
<td><strong>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 and ATL.</strong></td>
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<tr>
<td></td>
<td>$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.</td>
<td><strong>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.</strong></td>
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<tr>
<td></td>
<td>$1000 per month individually to the County and ATL for non-compliance with the PTAS plan.</td>
<td><strong>4. $1000 per month individually to the County and ATL for non-compliance with the PTAS plan.</strong></td>
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<tr>
<td><strong>FACILITIES</strong></td>
<td></td>
<td><strong>On a monthly basis, the following assessments will be charged to the Contractor by the County and/or ATL in the event of non-compliance to facilities and equipment maintenance requirements.</strong></td>
<td><strong>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.</strong></td>
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<tr>
<td><strong>FACILITIES KPI</strong></td>
<td>None</td>
<td><strong>On a monthly basis, the following assessments will be charged to the Contractor by the County and/or ATL in the event of non-compliance to facilities and equipment maintenance requirements.</strong></td>
<td><strong>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.</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>1. $100 per Day for equipment preventative maintenance that is performed beyond the required interval.</strong></td>
<td><strong>County and ATL</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>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 and or ATL).</strong></td>
<td><strong>County and ATL</strong></td>
</tr>
</tbody>
</table>

The County and ATL require the Contractor to implement the County and 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 County and ATL throughout the document with additional requirements identified in Sections 5.17, 5.18, and 5.19. 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 5.18 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. $150 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 and ATL.
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 and 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.

The County and ATL require the Contractor to properly maintain all facilities and equipment provided for their use by the County and ATL as identified in this RFP. On a monthly basis, the following assessments will be charged to the Contractor by the County and/or 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 County and or ATL).
11 Gwinnett County Operations and Maintenance Service Provider Agreement

(A) Please refer to Section 19 and Attachment 7 for the County Operations and Maintenance Service Provider Agreement
12 ATL Operations and Maintenance Service Provider Agreement

(A) Please refer to Section 19 and Attachment 6 for the ATL Operations and Maintenance Service Provider Agreement
### 13 Reporting Schedule

<table>
<thead>
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<th>REPORT NAME</th>
<th>SECTION REFERENCE</th>
<th>ATL</th>
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<th>UPON REVIEW</th>
<th>ATL XPRESS</th>
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<th>COUNTY MICROTRANSIT</th>
<th>COUNTY TransTrack</th>
<th>AVL</th>
<th>Cubic</th>
<th>MicroApp</th>
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<thead>
<tr>
<th>REPORT NAME</th>
<th>SECTION REFERENCE</th>
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## Service Information

### ATL Service Statistics - July 2021

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### COUNTY STATISTICS AS OF 6/30/2020

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### FY 2019 -- Ridership Activity Form (MR-20)

Mode & Service Type: Bus (Motorbus) / Purchased Transportation
All Routes

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### FY 2019 -- Ridership Activity Form (MR-20)

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15 Vehicle Information

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*Units 2101-2119 are on order and will replace units 5017-5044. Delivery is anticipated in FY’22.*
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### ATL Onboard Technology Equipment 4/30/2020

- GFI FastFare Fare Box with Breeze™
- Driver Control Unit and Breakout Box
- Revenue vehicle Smart Card Processor
- Kenwood high power digital GPS mobile radio
- Non ground plane spring loaded roof mount antenna
- Pieker Transit handset with Kenwood modifications
- Clever Devices CAD/AVL
- TCH
- Intelligent Vehicle Network
- Clever Vision Monitor
- Clever Devices system components
- Sierra Router MG90
- Apollo Camera and DVR Systems
- APC

### GCT Onboard Technology Equipment 5/30/20

- Breeze™ (07-003)
- Light Validators
- Revenue vehicle Smart Card Processor
- GFI (04-001)
- GFI Cents-a-bill Fare Box (04-001)
- GFI Odyssey Fare Box
- AVAIL CAD/AVL (15-098)
- Mobile Data Unit (Tablet)
- Cradle Point Router
- TSI Camera Systems
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### THE COUNTY OWNED SHOP EQUIPMENT

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<td>GATOR 2004 4X2</td>
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<td>COMPUTER</td>
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<td>GARAGE DATA SYSTEM</td>
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<tr>
<td>Champion Air Compressor</td>
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<td>Chicago Pneumatic Impact Wrench</td>
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<td>Milwaukee 14” Cutoff Tool</td>
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<td>Coats 6401 Computer Wheel Balancer</td>
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<td>Baldor Grinder</td>
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<td>Champion Air Dryer</td>
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<td>Asset Description</td>
<td>Manufacturer of Asset</td>
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<td>Graco Series 500 Hose Reel</td>
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<td>Graco Husky Air-Operated Diaphragm Pumps</td>
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<td>Graco 5:1 Ratio Fire-Ball Pump</td>
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<td>Graco Elevators and Pump Supports</td>
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<td>Graco Topper Units</td>
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<td>Robinair Recovery/ Recycling/ Recharging Unit</td>
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<td>Blue Point 22-ton Capacity Axle Jack</td>
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<td>Power Team Hydraulic Pump</td>
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<td>Hotsy Pressure Washer</td>
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Price Proposal Forms

Price Proposal Forms. This document shall represent the Proposer’s Price Proposal to ATL and the County for the Operations and Maintenance Services. The Price Proposal shall not be included in the bound hard copies of the Technical Proposal and shall be submitted separately. Each Proposer shall also submit eight (8) copies, inclusive of one (1) original and seven (7) identical paper copies, and one (1) electronic copy as a single file in Excel format on secure USB flash drive (Kingston Data Traveler Vault Privacy 3.0 or latest revision secure flash drive, of the Price Proposal as “Offer Document #21, Price Proposal” in a separate sealed envelope clearly marked as “Price Proposal” with the Proposer name, ATL Solicitation Number and Proposal Submission Deadline on the exterior of the envelope and addressed to the Issuing Officer per Section 1.7 of this RFP.

(A) Price Proposal Assumptions

1. Interlining of trips will not be paid as revenue hours.

2. For AM commuter trips a boarding time of 10 minutes for County, and 5 minutes for ATL, before the departure time will be paid as revenue hours.

3. ATL and GCT will pay based on scheduled revenue hours. Regular Atlanta traffic conditions should be considered when building blocks, run cuts and reporting times for operators. As well as they should be considered as part of the regular revenue hour rate. If traffic conditions increase by 10 percent from pre-COVID-19 traffic rates, contract rates can be renegotiated. Georgia Department of Transportation or Gwinnett County Department of Transportation traffic measured volumes will be used to identify the traffic level increase.

4. Fixed fee at the North Facility will be split between SRTA and the County based on the IGA between the two organizations. The fee is currently split by number of Revenue vehicles. The Proposer should reflect that split on the two agency’s separate pricing sheets. The method of the split is subject to change based on the IGA between the two parts, and it is expected that the proposer would make an adjustment as needed. 100% of the costs will be allocated and split between the two parties.

5. Variable costs should be reflected on GCT and SRTA’s cost sheets individually. Specific requests that are unique to either agency should be also reflected on that agencies pricing sheets.

6. Start Up costs are not to be included in the yearly costs and should be included on the separate pricing form.
19 Attachments

The following are provided as separate attachments:

(A) Attachment 1 - Question and Answer Template
(B) Attachment 2 - Offer Documents
(C) Attachment 3 - Price Proposal Forms
(D) Attachment 4 - SRTA (ATL) Transit Asset Management Plan
(E) Attachment 5 - Gwinnett County Transit Tier II Group TAM Plan
(F) Attachment 6 - ATL Operations and Maintenance Service Provider Agreement
(G) Attachment 7 - Gwinnett County Operations and Maintenance Service Provider Agreement
(H) Attachment 8 - Gwinnett County Additional Information
(I) Attachment 9 - Gwinnett County Complaint Information
(J) Attachment 10 - Gwinnett County MicroTransit Pilot Data