



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

21RFP000027A-CJC

Senior Transportation Services

For

Department of Senior Services

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONTRACTOR
- ARTICLE 18. PROFESSIONAL RESPONSIBILITY
- ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES
MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE
- ARTICLE 45. PERFORMANCE STANDARDS

Exhibits

- EXHIBIT A: **GENERAL CONDITIONS**
- EXHIBIT B: **SPECIAL CONDITIONS**
- EXHIBIT C: **SCOPE OF WORK**
- EXHIBIT D: **PROJECT DELIVERABLES**
- EXHIBIT E: **COMPENSATION**
- EXHIBIT F: **PURCHASING FORMS**
- EXHIBIT G: **CONTRACT COMPLIANCE FORMS**
- EXHIBIT H: **INSURANCE AND RISK MANAGEMENT FORMS**

CONTRACT AGREEMENT

Contractor: Transdev Services, Inc.
Contract No.: 121RFP000027A-CJC, Senior Transportation Services
Address: 720 E Butterfield Road, Suite 300
City, State Chicago, IL 60148
Telephone: (630)-571-7070
Email: wc.pihl@transdev.com
Contact: W.C. Pihl
Senior Vice President Business Development

This Agreement made and entered into effective the 1st day of July 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **TRANSDEV SERVICES, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Senior Services hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide senior transportation services, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

WHEREAS, it is the intent of the parties that the words "Contract" and "Agreement" are used interchangeably to identify Contract No. 21RFP000027A-CJC.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;

- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on June 15, 2022, Item# 22-0443.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform to provide "turn-key" transportation services for seniors and for persons with developmental disabilities. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Contractor shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Contractor shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to

County by Contractor in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County have authorized

ARTICLE 7. **MODIFICATIONS**

Modifications to this Contract shall be effective only upon written agreement between the parties to this Contract. Each modification to this Contract shall be sequentially numbered as a Change Order hereto and signed by authorized representatives of the County and Contractor. Change Orders shall only amend the specific portions of this Contract as written in the Change Order and shall not change any other portion of this Contract. Such modifications shall conform to the requirements of Fulton County Purchasing Code § 102-420 which is incorporated herein by reference.

- a. Contractor has submitted costs based on the estimated annual number of Revenue Vehicle Hours (RVHs) of 86,400 RVHs/year in preparing its rates/pricing. The County and Contractor shall review the historical operational data six (6) months in Year 1 of the contract to determine whether the estimated number of RVHs hours upon which Contractor's pricing is based will reasonably be realized over the first year of the contract. This review shall occur annually. If the parties reasonably estimate the actual number of RVHs extrapolated over the course of the first year of the contract will be ten percent (10%) or less than the annual number of trips/revenue hours represented in the RFP, the parties shall meet to negotiate in good faith an equitable rate adjustment to account for the lower than expected RVHs. This agreed upon rate adjustment will serve as the baseline for the contract renewal. In the event the County and Contractor are unable agree on the amount of the equitable rate adjustment, either party may terminate this contract, without penalty, for matters of convenience.
- b. The County may, at any time, request changes within the general scope of this Contract. If any such change would cause an anticipated increase in the cost of, or the time required for, the performance or any part of the work under this Contract, or would result in an anticipated increase or decrease of ten percent (10%) or more of the annual RVHs provided in the RFP, and upon which Contractor's pricing/rates were based, the parties shall meet to negotiate in good faith an equitable adjustment to Contractor's rate and the Contract will be amended accordingly by written Change Order. If a Change Order occurs

within the first six (6) months of the renewed contract term, the County and Contractor will review the adjustment and negotiate a baseline for the contract renewal. In the event the County and Contractor are unable agree on the amount of the equitable rate adjustment, either party may terminate this Contract, without penalty, for matters of convenience.

ARTICLE 8. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on July 1st, 2022 the starting date and shall end absolutely and without further obligation on the part of the county on the 31st day of December 31, 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2023 and shall end no later than the 31st day of December,2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January,2024 and shall end no later than the 31st day of December 2024. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January 2025 and shall end no later than the 31st day of December 2025. If approved by the

County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January 2026 and shall end no later than the 31st day of December 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

Notwithstanding anything contained in this section to the contrary, unless the Contractor commits fraud or any other act of malfeasance, the County agrees to provide the Contractor one (1) year advance notice in writing of the County’s intention to terminate this Agreement, such that the Contractor has sufficient time to terminate any and all lease agreements entered into in support of this Agreement.

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project for Year 1 shall not exceed \$5,950,109.27 (Five Million Nine Hundred Fifty Thousand One Hundred Nine Dollars and Twenty Seven Cents), which is full payment for a complete scope of work.

This compensation level is based on 86,400 annual hours of revenue service. The contract will provide an average of 7,200 hours per month. At any time, Fulton County may at any time provide in writing to the contract a request to increase the average monthly hours, acknowledging that the not to exceed compensation will rise by the number of additional hours multiplied by the hourly cost per hour.

Contract amounts include cost adjustment increases per year for the services without fuel costs are listed below:

YEAR	CONTRACT PERIOD	CONTRACT TERM	COST
Per Year 1	6/15/2022 – 12/31/2022	Initial Term	\$5,950,109.27
Per Year 2	1/1/2023 – 12/31/2023	First Renewal Term	\$6,386,735.47
Per Year 3	1/1/2024 – 12/31/2024	Second Renewal Term	\$6,780,913.83
Per Year 4	1/1/2025 – 12/31/2025	Third Renewal Term	\$7,186,827.03
Per Year 5	1/1/2026 – 12/31/2026	Fourth Renewal Term	\$7,625,171.58

If for any reason services are cut back, the County will have complete responsibility for defining which services/passengers will have their trips discontinued and will provide such notification to the Contractor.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all matters pertaining to this contract. Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-Contractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the

County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for

based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

Notwithstanding anything contained in this section to the contrary, unless the Contractor commits fraud or any other act of malfeasance, the County agrees to provide the Contractor one (1) year advance notice in writing of the County's intention to terminate this Agreement, such that the Contractor has sufficient time to terminate any and all lease agreements entered into in support of this Agreement.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement.

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONTRACTORS**

Contractor will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors. Contractor shall fully cooperate with such other related Contractors and County employees or appointed committees. Contractor shall provide within his schedule of work, time and effort to coordinate with other Contractors under contract with County. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by County employees. Contractor shall not be liable or responsible

for the delays of third parties not under its control nor affiliated with the Contractor in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Contractor's acts, errors, or omissions in the performance of professional services, the Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Contractor/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Contractor agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Contractor or any sub-Contractor is

not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Contractor shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Contractor and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Contractor has pre-existing proprietary rights and/or has otherwise been licensed to Contractor prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Contractor agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-Contractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Senior Services
Deputy Director
137 Peachtree Street, SW
Atlanta, Georgia 30303
Telephone: (404) 398-8825
Email: kweli.henry@fultoncountyga.gov
Attention: Kweli Rashied-Henry

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker
Notices to Contractor shall be addressed as follows:

Transdev Services, Inc.
Associate General Counsel—Commercial
720 East Butterfield Rd., Suite 300
Lombard, IL 60148
Email: Daniel.lee@transdev.com
Attention: Daniel D. Lee

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests

by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES
MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Contractor within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Contractor will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Contractor will be promptly paid by County.

Payment of Sub-Contractors/Suppliers: The Contractor must certify in writing that all sub-Contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-Contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-Contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 45. **PERFORMANCE STANDARDS**

Performance standards have been established for this project by the County in order to measure and assess the Contractor's performance and delivery of services. The performance standards are detailed in Exhibit C, Scope or Work. The County at its sole discretion may add or modify the performance measures. Failure to meet any of the performance standards for three (3) consecutive months without reasonable cause may be grounds for termination of the Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

TRANSDEV SERVICES, INC.

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...

DocuSigned by:
Laura Hendricks
EE817AD0842042A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Laura Hendricks
President/CEO

DocuSigned by:
Mathieu Le Bourhis
570D1570222B41D...

Matthew Le Bourhis
CFO

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:
Patrick O'Connor
68048F0EDGEC451...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Ladisa Onyiliogwu
163AE4C82BAF41B...

Ladisa Onyiliogwu, Director
Department of Senior Services

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.
8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide through the Department of Senior Services Senior Transportation Program, transportation primarily for seniors and but also for certain developmentally disabled clients of Georgia Department of Human Services (DHS). The three different types of trips provided under this program include the following:

- **Traditional bus service free of charge**
 - Center trips include trips to/from senior centers, Adult Day Health (ADH) program centers, and training centers for developmentally disabled (DD) clients. There are 14 neighborhood senior centers, four (4) ADH program sites, and three (3) DD training centers. Center trips run similar to school bus routes.
 - Non-Center trips include demand-responsive trips to dialysis, non-emergency medical appointments and personal trips.
 - Group trips consist of shopping trips, field trips to special events, etc. Group trips originate from the neighborhood senior centers, adult day health centers and training centers. Each center may schedule up to one trip per week. Center managers choose the destination for each group field trip, but it has to be within 50 miles (100 miles for a round trip) of the center.

- **Limited MARTA Breeze Card issuance**
 - The transportation program also involves the purchase and distribution of a limited number of Breeze cards, with distribution to seniors and DD training "graduates" who are able to use MARTA's bus and rail services. DSS will provide referrals for this service.

Service is reserved for seniors who are 60 years of age and over, except for ADH program participants who may be 55 years of age and older. Also, developmentally-disabled riders can be 18 years of age and older. The level of assistance for all trips is "door-to-door."

The division of responsibilities among the Fulton County Department of Senior Services (DSS), the various senior center directors and managers, and the Contractor is summarized in Figure 1. In essence, the Contractor will provide "turnkey" transportation services, where the Contractor is responsible for the reservations function, scheduling; dispatching and same-day calls, service delivery, vehicles and in vehicle equipment, maintenance and fueling, communications and information technology, the recruitment hiring and training of all employees, reporting and invoicing and the provision of a facility that encompasses all functions. DSS staff administers and monitors the contract, processes invoices from the Contractor, oversees the eligibility certification process (via Starline), intakes and processes complaints, and interfaces with senior center managers on a regular basis.

Figure -1 Division of Responsibilities among DSS and Contractor

Department of Senior Services	Contractor
Policy Development and Planning	Operations Facility
Contractor Procurement and Invoice Processing	Vehicles and Insurance
Request Intake for Center Trips	Software (e.g., Trapeze) License and Hardware & Support
Complaint Management and Resolution	Driver/Staff Recruitment and Training
Quarterly Regional Meetings	Window Dispatching/Road Supervision
Contractor Oversight; Service and Cost Monitoring	Vehicle Maintenance and Fueling
Starline Eligibility Intake (Demand-Response/Dialysis)	Complaint Intake and Resolution
Reporting	Reporting and Invoicing
Complaint Management and Resolution	Purchase/ Distribution of MARTA Breeze cards
Quarterly Meetings with Regional Advisory Committees	Weekly meetings with DSS management
Weekly Meetings with Contractor Management	In-Vehicle MDT/AVL Equipment and Communication
Annual Meeting with Center Managers	Reservations and Telephone System
Public Outreach and Surveys	Scheduling
	Dispatching and Same Day Functions
	Service Delivery/Operations
	Passenger Tracking Capability

1. Service Area, Key Destinations

The service area to be covered by this Contract includes all of Fulton County. DSS reserves the right to modify the service areas.

Exhibit 2 identifies the addresses of the Fulton County Senior Centers, Adult Day Health Centers, and Behavioral Health Training Centers.

2. Eligible Customers and Customer Registration

In general, all senior transportation services are available to Fulton County residents 60 years of age and over, subject to availability, and who meet certain need qualifiers.

ADH program participants may also be 55 or older. And, developmentally-disabled clients, requiring transportation to certain agencies, training sites and work locations, may be 18 years of age and over. These consumers have developmental disabilities, which may include physical disabilities.

General eligibility determination for these services is conducted by "Starline." Once eligibility is determined for a particular senior, the information for that person will be forwarded to the Contractor for entry into the Contractor's software system. Once registered in the customer file, a customer may request a non-center trip through the Contractor.

The eligibility of individuals wishing to take center trips is determined by the senior center staff, the ADH program staff, or DD Training center staff, respectively. DSS will pass along the personal information for these new customers to the Contractor for registration in the software system. Similarly, DSS will coordinate the forwarding of information on new customers to be served on group trips to the Contractor. Notification to the transportation provider will consist of a Transportation Eligibility Form, which will require a confirmation of start date from the transportation provider.

DSS will be responsible for providing the current customer file (from Trapeze) to the new Contractor (if different from the incumbent). Contractor will maintain basic consumer profile information on each passenger in this file, including but not limited to: name, emergency contact information, eligibility, special needs requirements - PCA, wheelchair, service animal, disability, etc.

3. Key technical and functional requirements/tasks for the project

A. Core and Non-Core Service Hours

Core Hours: The core hours (reflecting the transportation of center trips and non-center trips) are on weekdays only from 6:00 a.m. - 6:00 p.m.

Non-Core Hours: Some transportation is also to be provided during non-core hours on weekdays. These are typically group trips to special events or meetings. In addition, some dialysis

appointments are on a Tuesday/Thursday/Saturday schedule; hence, there are some dialysis trips that are also served on Saturdays. There may also be group trip transportation for special events on Saturdays.

Any changes to the Service Days and Hours so defined shall be at the direction of DSS.

B. Reservations and Scheduling Functions, Policies, and Procedures

a) Introduction

The way in which trip requests are to be booked and scheduled by the Contractor varies based on the trip type, as follows:

- **Center Trips.** Center trips are booked as subscription trips (prescheduled trips), and pre-scheduled onto center routes.
 - Senior center staff determines transportation eligibility based on need for transportation and submits requests for new participants to DSS transportation staff. DSS transportation staff approves requests and forwards the request to the transportation provider. The transportation provider routes and schedules the trip; and then, notifies DSS transportation staff and the Center Manager of the date of the first pick-up. (Note that any pick-up or drop-off times that change because of the addition need to be communicated to the other riders.)
 - ADH program participants and Behavioral Health (BH) clients are added in much the same way, but with ADH program site staff and staff from the BH training site sending to DSS new customers to be transported to specific program/training sites.
- **Non-Center Dialysis Trips.** These trips are normally taken on Mon/Wed/Fri or Tue/Thu/Sat and are booked through the Department of Senior Services as a subscription trip. The Department of Senior Services will provide the transportation provider with a schedule and approval for new dialysis trips. The transportation provider will route and schedule the trips; and then, notify DSS transportation staff and the new passenger of the first day of pick-up.
- **Other Non-Center Trips.** These include medical and

personal trips. Medical trips may be booked up to 30 days in advance of a confirmed medical appointment. Personal trips may be booked 7 days in advance of the requested trip date. The transportation provider shall batch, and schedule all trips the day before the service date. One reminder call with a pick-up window of time to the passenger shall be made the day before the trip, to include a passenger confirmation or cancelation option.

- **Group Trips.** Group trip requests are sent by the neighborhood senior center, adult day, and training center staff directly to DSS who then forwards approved requests to the transportation provider. This information is communicated via e-mail. There are two types of group trips: regular weekly trips (e.g., shopping, dining, special activities, theater, site-seeing, etc.) and special event trips that maybe outside normal operating hours. In each case, the going trip originates at the center, and the return trip ends at the center. As part of the request, the total number of ambulatory and non-ambulatory passengers is provided (without specific customer names). By policy, requests for group trips for the coming month are to be sent in to DSS no later than the 25th of the prior month. Both the desired pick-up time of the going trip and the drop-off time of the return trip (at the center) is indicated on the form, as is the desired drop-off time for events. As noted earlier, senior centers are allotted one (1) Group Trip per week.

b) Language Line

The Contractor's Call Center and Dispatch must have access to a Language Line to assist limited English speaking participants.

c) Reservation Hours

Transportation provider must provide customer access to reservationists between the hours of 8:00 am to 5:00 pm on weekdays.

d) Booking Trips

1. Contractor's reservations agents are responsible for booking trip requests from customers in the Contractor's paratransit scheduling system
 - a. Subscription trips (e.g., center trips, dialysis trips) can be booked at any time, with a first date of service provided back to DSS the center manager and customer.

j. A companion (no more than one companion 18 years of age or older is allowed and must take the exact same trip as the customer)

k. Any other special requirements

Reservation agents shall follow a thorough process for verifying the accuracy of trip information. This shall include repeating and verifying the origin and destination addresses, gathering specific additional address information as appropriate, repeating and verifying the date, day and time of trip requests, verifying mobility aids used, and verifying information about PCAs / companions traveling with the customer. In addition to repeating and verifying this information throughout the reservations process, reservationists shall repeat key trip information back to customers in a final "confirmation" after trips have been booked.

3. Reservationists shall also record and confirm telephone information with customer as they place trip requests. This will include confirmation of the home/origin phone number that appears in the system, including:

- a. Home phone number
- b. Destination phone number
- c. Cell phone number
- d. Confirmation call phone number
- e. Arrival call phone number

4. The Contractor shall create a script for reservation agents to follow and shall periodically review and refine this script to ensure that it meets DSS's needs. The script shall be developed and presented to DSS for review 45 days before the start of booking trips under this contract. DSS will review and approve the script no later than 30 days before this date. The Contractor will then ensure that all reservation agents are proficient with the script prior to commencement of operations.

5. Reservationist agents are not to schedule the booked trips immediately after the trip request is booked. This will be done (later) by the Contractor's schedulers. **[Note:** Proposer is free to propose real-time scheduling as an option, and if so, should demonstrate resulting efficiencies as part of their proposal and any difference in staffing changes that are needed for this approach.]

6. Requests for one person trips will not be accommodated. Fulton County Senior Transportation services is a shared-ride service. Any incoming calls for same-day issues shall be transferred to the dispatch staff (see below).
7. Contractor's reservationist (as well as all other call center staff) shall also respond appropriately and with quality customer service and respect to all calls from riders who have comments about the service. However, all service complaints shall be handled centrally by DSS. Reservationist (and all other call center staff) shall refer customers who call with comments to DSS's central customer service staff and shall politely inform riders that comments need to be directed to DSS to ensure that they are fully addressed. Complaints received by DSS that pertain to the Contractor will be forwarded to the Contractor who is responsible for providing DSS with written responses to the complaints within 10 calendar days of the complaint being filed.

e) Accommodating Requests for Changes

Reservation agents will make changes to booked trips (e.g., time change, destination change, etc.) that are called in up to 5:00 pm the day before the trip. Any later requests shall be forwarded to the dispatch staff.

f) Documenting Advance Trip Cancellations

Reservation agents will cancel a trip, per the request of the customer who calls in the request prior to 5:00 pm on the day before the trip. Any later requests for cancellations shall be forwarded to the dispatch staff.

g) Telephone System, Metrics and Standards for Reservations Phone System

Under this contract, DSS is requiring the Contractor to provide a telephone system with a digital Automated Call Distribution (ACD) System capable of the following:

1. Customers are first presented with a choice about:
 - (1) Same-day cancellations and issues (e.g., Where's my Ride?)
 - (2) Advance trip booking, changes and cancellations
 - (3) Lost and found
 - (4) Comments or complaints about trips already taken or service in general.

If #1, the call is forwarded to Reservations. If #2, the call is forwarded to the Dispatch/Same-Day Issues Staff. If #4, the

caller is either forwarded to DSS, or is directed to call DSS. If #1 or #2, distribution of calls to the next available reservation agent.

2. Ability to measure, capture and allow for the reporting of data on telephone system performance, including, but not limited to: total calls received; total of abandoned calls; average time on hold; and maximum time on hold, all for each date and hour of day, and other measurable features normally associated with an ACD phone system. Telephone statistics shall be reported weekly and monthly.
3. A digital display that tracks the number of calls on hold and length of time on hold.
4. Recorded hold messages which can be changed easily, and music and/or other recorded information while on hold. Any recorded instructions or messages shall be in both English and Spanish.
5. Contractor must also supply a sufficient number on incoming lines and staff to make sure that the following standards are met.
6. The Contractor will also be required to provide a TDD unit and fax machine to facilitate communications with individuals with hearing impairments.
7. The Contractor will be responsible for all training for this equipment and securing a maintenance contract for this equipment. In the event of malfunction of telephone service or equipment affecting reservations and/or service delivery, Contractor shall report this event to DSS as soon as possible, arrange for repairs without delay and make arrangements for interim telephone services (back-up system).
8. Should the contract be terminated pursuant to the terms of the agreement or at its expiration, all land-line telephone numbers related to the operation and administration of Fulton County Transportation, with the exception of the Contractor's Administrative number or other telephone numbers used for other contracts, will be made available to DSS at no cost.

h) Average and Maximum Telephone Hold Time

The average hold time coming into Reservations should not exceed 1.5 minutes for any given hour and for the day. The maximum hold time should not exceed 5 minutes for any given hour and for the day. These standards apply for both calls answered and abandoned.

i) Abandoned Call Standards

The abandonment rate shall not exceed 5% of the calls. As with the other telephone statistics, the call abandonment rate will be reported to DSS weekly and monthly.

j) Trip Scheduling and Confirmation Calls

Contractor's schedulers will use the paratransit scheduling system's scheduling capabilities to schedule booked trips. Scheduling of trips shall be undertaken to ensure that service quality standards with respect to on-time performance and excessive travel times are met. These may be found in Section 3.3.12, Service Performance Metrics and Standards. DSS's on-time definitions, maximum travel times, etc. will be added to the system's scheduling parameters. Towards the goal of maximizing the productivity of the service, Contractor will establish a systematic procedure for periodically reviewing and adjusting the run start and end times for the vehicle fleet.

Schedulers shall be responsible for reviewing and maintaining subscription trip requests, and the scheduling of subscription trips requests and advance reservation trip requests into efficient vehicle runs that maximize productivity.

Proposers are also encouraged to suggest in their proposal other ways to maximize productivity under their control, such as the use of split shifts or partial shifts and/or, as an option, the use of non-dedicated vehicles to minimize over all unit cost.

k) Confirmation Calls, Arrival Calls, and IVR Technology

Under this contract, the Contractor is to provide an Interactive Voice Response (IVR) system capable of automatically placing calls to the customer for "confirmation calls" that notify customers of their pick-up time window for each trip - placed on the evening prior to the trip date no later than 9:00 pm (after the scheduling process has been completed). Customers must have the ability to confirm or cancel trips during this call (e.g., Press 1 to confirm or 2 to cancel).

l) Window Dispatching

The contractor's window dispatcher(s) shall be responsible for:

- 1) Assigning drivers to vehicle runs, and making re-assignments as needed.
- 2) Ensuring that there is a sufficient number of vehicles to match runs at their respective pull-out times;
- 3) Ensuring that there is a sufficient number of drivers for each run at pulls-out;

- 4) Communicating with the radio dispatchers and the maintenance staff as needed;
- 5) Responding to driver questions about daily assignments;
- 6) Ensuring that pre-run and post-run inspections have been completed; and
- 7) Checking-in drivers after their daily assignments.

m) Radio Dispatching and Handling Customers' Same-Day Issues

1. Radio Dispatch System

Contractor will establish radio/communication links with each vehicle dedicated to the service, enabling digital mobile communications and voice communications with drivers. Each of these vehicles will be equipped with an Automatic Vehicle Locator (AVL) system, a Mobile Data Terminal (MDT), and a 2-way radio. E- tablets may also be used for some or all of these functions, noting that Contractor must provide mounting equipment for the e-tablets in the vehicle.

2. Radio Dispatching and Handling Customers' Same-Day Issues

All dispatching functions shall be provided from the Contractor's facility.

The primary duties of the Contractor's radio dispatchers are: (1) to ensure that all vehicles provide on time pick-up and delivery unless there are extenuating circumstances beyond the Contractor's or driver's control; (2) to communicate with drivers, assisting them to keep on time, assisting them when they are unable to keep on schedule; and assisting them with navigation, as needed; (3) to handle no-show requests from drivers; (4) to process customers' cancellations and requests for changes to "today's" trips after the reservations period ends at 5:00 the day before the trip, and (5) to respond to customer's "Where's My Ride?" calls.

Dispatchers are responsible for proactively identifying potential problems and resolving the prospective problems before they manifest themselves, in order to maximize on-time performance. To allow Dispatchers to focus on this objective, use of dispatch assistants to handle (at least) #4 and #5 above is encouraged.

Drivers are responsible for calling in a "no-show" if after arriving within the pick- up window (see definition in 3.3.12) and after waiting 5 minutes, the driver cannot locate the customer. The

dispatcher - or a dispatcher assistant - must first make sure that the vehicle is in the correct location, and then must make an attempt to contact the customer. If the dispatcher is able to contact the customer, and the customer still wishes to make the trip and can immediately get on the vehicle, the dispatcher will direct the driver to wait for the customer. If the customer cannot be reached or cannot get on the vehicle immediately, the dispatcher may record the event as a no-show and give the driver permission to proceed. Note that the 5 minute driver wait time does not begin until the beginning of the confirmed pick-up window.

Notification must be given by the Contractor to the customer and the center program staff in the event of unavoidable delays. Dispatchers are to report late arrivals at the facility and late return time pick-ups to the center program staff.

If Contractor will be excessively late (more than one hour late) and/or cannot fulfill service delivery for any customer with its own vehicles, Contractor must arrange for -- and advise scheduled riders of -- alternate pick up arrangements at the expense of the Contractor. Proposers must provide a detailed description of its strategy to avoid missed trips and excessive lateness, and its approach to providing alternative transportation. The DSS has a no-stranding policy. Customers who are delayed at a medical appointment and will miss their booked return time are instructed to call the Contractor as soon as that is known to set-up a new return trip. Dispatch will make all attempts to serve this trip within 30 minutes of the call. For other re-emerging no-shows, Contractor will make every attempt to serve the trip as soon as possible but within 60 minutes of the call.

Dispatchers or dispatch assistants receiving a Where's My Ride? call before the end of the confirmed pick-up window shall (1) inform the caller that the vehicle is considered to be on-time if it arrives within the confirmed pick-up window of x:xx to y:yy; and (2) to instruct the caller to not to call back until after the end of the pick-up window (y:yy) if the vehicle has still not arrived.

For Where's My Ride? calls received after the confirmed pick-up window, Dispatchers or Dispatch Assistants will first attempt to locate the actual location of the vehicle to which the trip is assigned; provide that location to the caller; and then check with the Dispatcher or driver to make sure that there is not an extenuating circumstance that the customer will not be picked up by the estimated ETA.

If a customer cancels a trip at least 1 hour prior to the scheduled pick-up time on the day of the trip, the Contractor shall record the change as a "same-day trip cancellation." Late cancellations (within one hour of the scheduled pick-up time) will be recorded as equivalent to a no-show.

3. Telephone Answering Metrics and Standards for Dispatch

- a)** Under this contract, DSS is requiring the Contractor to provide a telephone system with a digital Automated Call Distribution (ACD) System capable of the following:
- 1) Customers are first presented with a choice about:
 - (1) Same-day cancellations and issues (e.g., Where's my Ride?)
 - (2) Advance trip booking, changes and cancellations
 - (3) Lost and found
 - (4) Comments or complaints about trips already taken or service in general.
 - 2) If same-day cancellations and issues (e.g., Where's my Ride?), the call is forwarded to Reservations. If Advance trip booking, changes and cancellations, the call is forwarded to the Dispatch/Same-Day Issues Staff. If Comments or complaints about trips already taken or service in general, the caller is either forwarded to DSS, or is directed to call DSS. If same-day cancellations and issues (e.g., Where's my Ride?), or Advance trip booking, changes and cancellations, distribution of calls to the next available reservation agent.
 - 3) Ability to measure, capture and allow for the reporting of data on telephone system performance, including, but not limited to: total calls received; total of abandoned calls; average time on hold; and maximum time on hold, all for each date and hour of day, and other measurable features normally associated with an ACD phone system. Telephone statistics shall be reported weekly and monthly.
 - 4) A digital display that tracks the number of calls on hold and length of time on hold.
 - 5) Recorded hold messages which can be changed easily, and music and/or other recorded information while on hold. Any recorded instructions or messages shall be in both English and Spanish.

- 6) Contractor must also supply a sufficient number on incoming lines and staff to make sure that the following standards are met.
- 7) The Contractor will also be required to provide a TDD unit and fax machine to facilitate communications with individuals with hearing impairments.
- 8) The Contractor will be responsible for all training for this equipment and securing a maintenance contract for this equipment. In the event of malfunction of telephone service or equipment affecting reservations and/or service delivery, Contractor shall report this event to DSS as soon as possible, arrange for repairs without delay and make arrangements for interim telephone services (back-up system).
- 9) Should the contract be terminated pursuant to the terms of the agreement or at its expiration, all land-line telephone numbers related to the operation and administration of Fulton County Transportation, with the exception of the Contractor's Administrative number or other telephone numbers used for other contracts, will be made available to DSS at no cost.

b) Average and Maximum Telephone Hold Time

The average hold time coming into Dispatch should not exceed 1.5 minutes for any given hour and for the day. The maximum hold time should not exceed 5 minutes for any given hour and for the day. These standards apply for both calls answered and abandoned.

c) Abandoned Call Standards

The abandonment rate shall not exceed 5% of the calls. As with the other telephone statistics, the call abandonment rate will be reported to DSS weekly and monthly.

n) Pre-Trip Inspection

Drivers shall inspect their vehicles prior to pull-out. Any equipment malfunctions shall be reported to the window dispatcher. Equipment malfunctions include, but are not limited to, the following, inoperable wheelchair lifts, inoperable MDC/AVL units or e-tablets, inoperable heating or cooling equipment, cracked mirrors or windshields. The Contractor will provide drivers with a checklist for the drivers to use in the daily, pre-trip inspection. The checklist shall be provided to dispatch prior to pull-out. Determination to "pull" a vehicle off the road is the responsibility of the Contractor's window dispatcher.

o) Service Delivery

1. Driver Dress Code and Identification Badge

All drivers, including trainees, must wear a uniform consisting of a color coordinated shirt and slacks (no jeans allowed) which designates them as an employee of the Contractor. Jackets and caps, as dictated by climate, must comply with uniform standards.

Note: DSS reserves the right of approval on all proposed uniforms. No high heels, tennis shoes or open sandals are allowed. Tee shirts, tank tops, and jeans are prohibited. No driver shall wear or display any insignia, patch or emblem other than those supplied by the Contractor and approved by DSS. The Contractor shall ensure that its drivers adhere to the dress code and take appropriate corrective action if the driver(s) fail to comply with the dress code.

Each driver shall wear an identification badge -- supplied by the Contractor -- to be worn on the shirt, blouse or jacket in a manner visible to customers. The badge will state the Contractor's name and the driver's name.

Each driver must carry an accurate timepiece. Each driver shall verify the time with dispatch at least once each day, preferably prior to leaving the garage or during shift change.

2. Pick-Up and Drop-Off Points and Time and Location Stamping

Contractor, via the MDT/AVL or e-tablet, will document the arrival and departure time and location at each pick-up and drop-off location and at the beginning and end of each run.

3. Customer Identification

Upon arriving to pick up the customer(s), the driver is required to confirm the identity of the rider by asking what the rider's name is and ensuring that the name matches the name on the manifest. This requirement is waived for group trips.

4. Level of Driver Assistance and Monitors

A. Door-to-Door Service, Buildings and Steps

Contractor will provide door-to-door service to the maximum extent possible without losing control and oversight of vehicles or other customers. This is defined as assistance to or from the exterior-most door of a residence or designated address. This does not mean going through interior doors within an apartment complex, large medical facility, or other large facility. Drivers should not go beyond the threshold of the exterior-most door

and DSS will not accept responsibility for services rendered beyond this point.

Accordingly, Contractor's vehicle operators shall exit the vehicle and shall provide assistance for boarding or de-boarding of customers, including using the wheelchair lifts and ramps. Unless refused by the customer, drivers shall escort customers between the vehicle and the first exterior door closest to the public right of way at the customer's origin and destination. Drivers are required to assist the customers along the entire path of travel between vehicle and door at both pick-up and drop-off locations. Such assistance may include allowing the customer to hold the driver's arm and maneuvering the customer's wheelchair, always with the consent or specific request of the customer.

B. Exceptions to Door-to-Door Service

Drivers are not required to assist customers more than 150 feet from the vehicle or to provide assistance that would require the driver to lose sight of the vehicle.

Drivers are also not required to assist wheelchair customers where the path of travel involves more than one curb or step.

Drivers are required to stay within sight of the vehicle at all times. If distance from the vehicle or problems with line of sight prohibit door-to-door assistance, or if there is no safe parking space or no safe, accessible path to the door, or the parking environment required unsafe maneuvers, the location will be deemed "non-serviceable", and driver will be authorized to offer service at an alternative serviceable location or provide curb-to-curb service instead.

C. Disputes over Non-Serviceable Locations

When drivers encounter non-serviceable locations, they are required to inform the customer of the problem and either offer service at an alternative location that is serviceable or inform the customer that curb-to-curb service is the only alternative. If the customer refuses to de-board the vehicle at the disputed location, the driver will be required to contact dispatch for further instructions.

D. Assistance with Packages

Drivers are required to assist customers with packages. The driver will assist with a manageable number of shopping bags to the door of the destination. Assistance with up to three (3) bags per person, not to exceed 40 pounds each, will be provided to

the customer and PCA. Drivers must not attempt to carry packages while escorting customers to and from the door. While on board the vehicle, packages must be stored in a location that does not interfere with safety features, clear path of travel within the vehicle, or securement of other passengers.

E. Personal Care Assistance and Companions

If the customer requires assistance beyond the exterior-most door, it is the customer's responsibility to have either a Personal Care Attendant (PCA) or companion travel with him/her or arrange to have someone other than the driver assist him/her at the origin/destination. DSS will not assume custodial responsibility for customers. Drivers are not required to provide personal care services to any customer who cannot travel unattended. In the event that a customer needs but does not have a PCA with him/her, the driver shall immediately notify dispatch for instruction. All PCAs and companions must go to and from the same locations with customer.

F. Monitors

Contractor must have one (1) monitor per vehicle when transporting Training Center for the Developmentally Disabled and Adult Day Health participants.

The Bus Monitors must be trained in CPR, First Aid and participate in Bus Monitor training conducted by the Training Centers.

Both sets of customers require high levels of supervision and shall not be left at destination points without the supervision of an adult. In the event that no adult is present at the point of destination or alternate destination listed to receive such a passenger, the driver will radio the dispatcher and the dispatcher will begin efforts to locate the passenger's appointed supervisor/case worker. If the appointed supervisor cannot be located by telephone, the staff at the training site or residence will be contacted immediately and the driver will deliver the passenger to the designated adult at the training site or residence upon completion of the route, unless a written alternative plan is mutually agreed upon by the Provider, the Department of Senior Services, and either the ADH or training program staff.

G. Confidentiality of Customer Information

Contractor shall comply with Fulton County policies with regard to confidentiality.

Drivers shall keep confidential any information that the drivers may have about the medical or other condition of the customer except as needed to perform the work related to his/her position. The drivers can report medical information to authorized medical assistance personnel at the scene of an accident or medical emergency.

H. Tips and Gifts

Drivers are prohibited from soliciting, encouraging, or accepting payment of a tip, gratuity, additional payment or any gifts or service from any customer at any time. Engaging in such conduct is grounds for immediate removal from service.

I. Driver Courtesy

Drivers shall at all times be courteous to customers. In the event of an abusive customer, drivers shall at all times comport themselves as they have been trained to do in the sensitivity training provided.

J. Wheelchair Securement and Use of Seatbelts

For safety purposes, drivers must ensure that all customers and mobility aids are secured inside the vehicle. Each passenger seat must be equipped with a seat belt and each wheelchair securement position must be equipped with a securement device meeting ADA standard, a seat belt and a shoulder harness. All mobility aids located in the wheelchair securement area must be secured using the system provided. All customers must wear the provided seat belt. If a customer refuses to comply with the seat belt policy, the driver will notify dispatch and will not move the vehicle until the situation has been appropriately resolved. Customer will not be allowed to stand while the vehicle is in motion.

K. Service Animals

Drivers shall not allow animals (pets) on board Fulton County vehicles, with the exception of Service Animals, such as Guide Dogs, and as noted in the customer profile.

L. Wait Time Policy and Procedure

Once a vehicle arrives on time at a designated pick-up location, the driver must wait five (5) minutes for the customer to arrive. If the vehicle arrives earlier than the scheduled pick-up time or within, the 5-minute wait time period shall not begin until the beginning of the scheduled

pick-up window.

If the customer is not present for boarding when the driver has arrived at the door, the driver will verbally announce his arrival, knock on the door and/or ring the doorbell, and make subsequent announcements. In the event the driver cannot locate a customer upon arrival and within this 5- minute wait-time period, the driver will immediately contact dispatch for assistance. Dispatch will attempt by telephone to locate the customer and will provide further instructions to the driver. The driver will not leave the pick-up location until authorized to do so by the dispatcher. Prior to leaving the pick-up location, the driver will use the MDT/AVL device or e-tablet to document the vehicle location and time.

M. No-Show and Cancel-at-Door Policy and Procedures

If the vehicle arrives on time, and the customer cancels at door, driver shall notify the dispatcher and trip shall be recorded as a no-show. If the vehicle arrives late and the customer cannot be found or cancels at door, the driver shall notify the dispatcher and the trips shall be recorded as a missed trip.

N. Driver Responsibilities for Safety

Vehicle Operation

Drivers shall adhere to speed limits and parking restrictions. Complaints of reckless driving, excessive speeds, and/or illegal parking shall be reported to DSS. The Contractor will provide a written response to the complaints. The response will detail the findings and corrective action(s) taken to preclude future occurrences. If a pattern persists, then corrective action such as suspension of the driver or removal of the driver from the program shall be considered.

Customer Egress

Drivers shall use interior lighting of the vehicle at night to provide for a safe customer egress from the vehicle. Drivers shall not drop off customers into the path of traffic.

Safe Drop-Off

Drivers shall not leave a customer at any location that would compromise the safety of the customer or others.

Climate Control

Drivers shall operate heating and air conditioning systems so

as to provide for the comfort of customers. At a minimum, air conditioning units should be operational by April 1st and heating units operational by October 1st. The driver is not authorized to open windows for ventilation in lieu of air conditioning unless the vehicle's air conditioning systems have failed. Drivers shall immediately report all such failures at the end of the shift, or immediately to dispatch if it is safety related.

Lift Operation

Drivers shall operate vehicle lifts from outside of the vehicle using a remote device operated via pigtail or other device. Drivers shall provide assistance to customers using adaptive devices in entering and exiting the lift platform and the vehicle. Drivers shall also provide assistance to ambulatory customers who request to use the lift to enter and exit the vehicle. Drivers are required to help in the transfer if the transfer can be made without lifting or carrying the customer.

a. Seat Belts and Securement Devices

Drivers shall ensure that all occupants of Fulton County vehicles properly use securement devices, including seatbelts. Drivers are required to properly secure (lock-down or tie-down) wheelchairs, in addition to the proper use of seatbelts. Drivers will help secure infant seats, strollers, and any other equipment brought onboard by customers that many need to be secured during transportation.

b. Driver Infractions

Drivers shall not smoke in the vehicle at any time or operate any type of audio device (e.g., handheld game device, I-Pod or MP3 player, radio or any television set) while transporting customers to their destinations. Use of cell phones while the vehicles are in operation in any part of the service area is strictly prohibited unless for an emergency.

c. Customer Infractions

Drivers shall observe and require customers to observe rules of carriage to include: no smoking, no drinking of alcoholic beverages, no standing while the vehicle is in motion, no person will be put a wheelchair in motion, occupied or unoccupied, while the vehicle is moving, no persons other than the driver will be allowed to operate the vehicle or the

vehicle's two- way radio, lift or ramp device, and no person will be allowed to operate an audio device (e.g., handheld game device, I-Pod or MP3 player, radio or any television set) that can be heard by other customers. The driver shall, at the earliest safest moment, report any incidents to dispatch.

The Proposer shall inform the appropriate ADC or DD training center program representative of any difficulties experienced in transporting one of these customers, whether related to safety, behavior, or other reason.

2. Emergency Procedures and Documentation

The Contractor shall work in conjunction with DSS to ensure the safety of customers. In addition to training and planning efforts, the proper response to each incident/ accident is of critical importance to passenger safety. At a minimum, the Contractor shall inform DSS, by telephone or radio, of any and all incidents and/or accidents as they occur.

Written reports shall be submitted within one (1) hour by email, followed by a final (including a completed OMV report) report within seven (7) days of the occurrence of any incident and/or accident. DSS reserves the right to modify these procedures.

Medical Emergencies

In the event of a medical emergency, the driver shall immediately pull the vehicle out of traffic and notify dispatch of the emergency. The driver shall provide any assistance reasonably required and as required by approved training. The driver shall stay with the customer until emergency assistance arrives.

Illegal or Unsafe Acts

In the event that any customer engages in any illegal act or in a manner that is unsafe to the customer to any other customer and/or strikes or otherwise abuses the driver or any other customer, the driver shall, at the earliest safe moment, report the incident to dispatch for instruction.

Inclement Weather/ State of Emergency

Fulton County's Inclement Weather Policy contains provisions for limiting or suspending service if hazardous conditions prevail. In the event of snow,

rain or other weather, or the declaration of a State of Emergency for any reason; which may significantly impact the safe operation of vehicles at normal operating speeds, the Contractor shall advise DSS as to the condition of local roads within the Service Area. The Contractor is responsible for contacting DSS by phone. In the event that weather conditions or natural disasters make fulfillment of the terms and conditions of this Contract impossible, DSS may declare emergency status and may temporarily relax the service standards by telephone authorization to the Contractor. In the event of suspension of services, DSS shall endeavor to contact customers by public service announcements on local radio station. Contractor shall assume responsibility to contact any customers who may be at intermediate destinations (awaiting transport home) and shall provide transport for the return trip or make all reasonable attempts to ensure the safety and security of the customer if travel is deemed to be unsafe. Service standards may be relaxed in the event of snow, rain or other weather which significantly impact the safe operation of vehicles at normal operating speeds.

p) Road Supervision

Contractor shall provide a sufficient number of road supervisors to respond to emergencies and break-downs and to periodically observe the drivers in the performance of their duties. Contractor will provide vehicles outfitted for safety supervisors. Each vehicle should be clearly identified as a "Safety Supervisor" with the appropriate warning lighting and necessary supplies and equipment to respond to emergency situations as needed.

q) Service Performance Metrics and Standards

1. Pick-Up Window, On-Time Performance vs. Late Trips, Arrival Calls

Passengers will be expected to respond and begin boarding the bus within five (5) minutes of arrival, within the twenty (20) minute pick-up window (from 5 minutes before the scheduled pick-up time and 15 minutes after the scheduled pick-up time). Contractor is required to provide an automatic call-ahead alert ("arrival call") via Interactive Voice Response (IVR) technology to the consumer 5

minutes prior to pick-up (in addition to the IVR confirmation the evening prior to the day when the ride will occur).

Drivers will not be required to wait more than five (5) minutes within the twenty (20) pick-up window, if the passenger has not responded. (Also see Section 3.3.8 (B), Dispatch).

A completed trip will be documented as on-time if (1) the vehicle arrives at the pick-up location no earlier than 5 minutes prior to and no later than 15 minutes after the scheduled pick-up time; and (2) the vehicle arrives at the drop-off location by the appointment time.

A completed trip will be documented as late if the vehicle arrives at the pick-up location more than 15 minutes after the scheduled pick-up time and/or arrives at the drop-off location after the appointment time.

On-time performance should not be lower than 90% based on the above definitions.

2. Missed Trips vs. No-Shows

A missed trip will be defined as a trip that is not completed and includes each instance where a vehicle either (1) never arrives at a pick-up location; or (2) arrives at a pick-up location more than 15 minutes after the scheduled time and the customer either cancels at the door or is not present. Contractor shall separately track, and report missed trips occurring between 1 and 15 minutes after the pick-up window and later missed trips.

Late and missed trips will be counted only for customers, and not for PCAs or companions.

Contractor will record and document the customer as a no-show when a trip has been scheduled, a confirmation has been given by the Contractor, the vehicle arrives on-time, and the customer fails to show up for the scheduled ride or cancels at the door. (Note: if the vehicle is late, and the customer fails to show up for the scheduled ride or cancels-at-door, the trip is not a no-show; the trip is a "missed trip.")

The Contractor will provide a report to DSS, on a monthly basis, documenting customers who establish a pattern or practice of no-shows and late cancellations. The Contractor

shall not suspend eligibility for any reason, unless so directed by DSS.

3. Excessively Long Ride Time

Contractor shall ensure that no passenger's ride time is more than sixty (60) minutes unless the factors influencing ride time are beyond the control of the Contractor, or if the ride time on the most direct route would be in excess of thirty (30) minutes, the actual ride time shall not exceed twice the time required on the most direct route, at that time of day. For this service performance metric, ride time is defined as vehicle departure to vehicle arrival.

4. Productivity

DSS's productivity goal for the project is 3.0 total passenger trips per revenue vehicle hour (RVH).

Towards the goal of maximizing the productivity of the service, Contractor will establish a systematic procedure for periodically reviewing and adjusting the run start and end times for the vehicle fleet.

Schedulers shall be responsible for review and maintenance of subscription trip requests, the scheduling of subscription trips requests and advance reservation trip requests into efficient vehicle runs that maximize productivity, and the assignment of trips that do not fit onto these run schedules.

r) Record-Keeping, Reporting, and Data Ownership

1. Tracking and Reporting of Service Data Monthly Reports (monthly and YTD data)

The Contractor shall be required to maintain all records necessary to document all charges made to DSS for provision of services. All data shall belong to DSS.

Data to be tracked and reported on monthly and YTD includes, but is not limited to the following:

- Passenger trips requested and booked
- Passenger trips denied
- Booked trip completed, broken down by
 - on-time trips
 - late trips
- Booked trips not completed, broken down by
 - advance cancellations
 - late cancellations / cancels at-door
 - no-shows

- missed trips
- Completed passenger trips broken by trip type (center, dialysis, medical, personal, group)
 - Center trips are also to be broken down by center, ADC program site, training center
- Completed passenger trips broke down by passenger type (customer, PCA, companion)
- Completed passenger trips broken down by mobility type (ambulatory, requires wheelchair-accessible vehicle)
- Completed passenger trips that exceed excessively long trip parameters
- Number of unduplicated customers served
- Incidents of lift or ramp failure
- Incidents of air conditioning / heater failure
- Incidents of other types of vehicle failures
- Total complaints by complaint type
- Complaint responses issued > 10 day limit
- Occurrence of incident/accident reporting infractions
- Total hours, broken down by
 - Revenue vehicle hours
 - Non-revenue vehicle hours
- Total miles, broken down by
 - Revenue vehicle miles
 - Non-revenue vehicle miles
- Average trip length (service miles divided by customer trips)
- Passengers per service miles
- Passengers per revenue service hours
- All accidents broken down by preventable and non-preventable
- All telephone statistics
- PM adherence report

All monthly reporting is to be submitted by the 7th day of each month. Proposer should describe how they plan to accurately complete and submit by the 7th business day of each month the various reports including the type of technology to be used to produce the reports.

2. Other Data and Reporting Requirements

Reports shall include, at a minimum, the following:

(a) Daily Reports

Morning Pull-Out Report (includes number of total runs, and uncovered runs due to an insufficient number of available drivers or available vehicles)

(b) Other Reports

- a. Incidents/Accidents Report must be e-mailed to DSS's Transportation Supervisor within one (1) hour of occurrence.
- b. Police reports associated with an incident or accident must be e-mailed to DSS's Transportation Supervisor within five (5) business days.
- c. All booked and scheduled trips that cannot be accommodated by the Contractor's fleet (and are to be served via alternative mode) must be e-mailed to DSS's Transportation Supervisor within fifteen (15) minutes of pick-up time.
- d. Written responses to complaints will be emailed to DSS's Transportation Supervisor via a standard complaint from within three (3) business days.
- e. Other ad hoc reports, as requested by the Fulton County Transportation staff.

s) DSS Monitoring, Weekly Meetings and Vehicle Inspections

The County shall monitor the successful Contractor's performance under this contract by telephone contact, records review, customer satisfaction surveys, and other means.

The Contractor will meet weekly with DSS to discuss any consistent or ongoing issues and problems as well as concerns and issues from the prior week. DSS will send the Contractor an agenda for each weekly meeting in advance. All elements of service performance and specific complaints will be discussed, as well as new requests for center trips. Contractor will develop a plan to resolve recurring issues. If there are complaints to address, Contractor will be given 10 days to resolve the complaints and report back to DSS on the resolution.

The Contractor will permit DSS to make both scheduled and unscheduled inspections of any of the revenue vehicles used by the Contractor. Vehicles must be made available to

Fulton County or its agent for inspection at any time. Contractor will also allow Fulton County staff or agents to ride on Contractor vehicles.

t) Payment Structure, Invoicing, and Performance Standards

1. Payment Structure

Contractor's payment structure will be divided into two elements: (1) a monthly fixed fee, which is to cover all fixed administrative /capital fees; and (2) a variable rate per RVH, which is to cover all variable costs. These monthly fees and variable rates will correspond to the proposed cost forms.

A revenue hour will begin when the first passenger is picked-up and end when the last passenger is dropped-off. Revenue hours will be billed in increments of fifteen (15) minutes, e.g., 1.75 hours.

Contractor must describe in detail their strategy for documenting revenue hours.

The number of RVHs provided may not exceed the proposed number of hours without prior approval from DSS.

2. Invoicing

Contractor shall submit all invoices monthly by the 7th day of each month.

DSS will use reasonable efforts to promptly process Contractor invoices. In the event of a dispute between DSS and the Contractor over charges, DSS shall withhold compensation for a sum equal to the full value of the disputed charges; undisputed balances of such invoices shall not be withheld.

In the event of disputes over payment, DSS will make a determination and offer resolution within thirty (30) business days of identification of a dispute. Fulton County Staff findings shall be final and binding on all parties. DSS shall authorize the payment owed the Contractor under this clause within thirty (30) days of such finding.

3. Performance Standards

It shall be the duty of the Contractor to operate vehicles in the most efficient manner possible consistent with meeting

service requests in a timely fashion and meeting service parameters and telephone system parameters.

Failure to meet any of the following standards for three (3) consecutive months without reasonable cause may be grounds for termination of the Contract:

- On-time performance: No less than 90%.
- Excessively late trips: No more than .5%.
- Productivity: No less than 2.7
- Average Hold Time: No more than 1.5 minutes for any given hour (applies to both reservations and dispatch independently).
- Longest Hold Time: No more than 5 minutes for any given hour (applies to both reservations and dispatch independently).
- Complaints: No more the 30 per 10,000 customer trips
- Safety: No more than 1.5 preventable accidents per 100,000 total miles.
- Run coverage: No more than 5 uncovered runs due to an insufficient number of drivers and/or vehicles (per month)
- PM Adherence: No more than 2 vehicles miss a PM interval.

Any combination of 3 or more of the following standards for three (3) consecutive months without reasonable cause may be grounds for termination of the Contract.

- Lift or ramp failure - No more than 3 occurrences per month
- Air-conditioning / heater failure - No more than 3 occurrences per month;
- Uniform policy infraction - No more than 3 occurrences per month;
- Telephone communications system failure - No more than 1 occurrence per month;
- Vehicle communications system - No more than 1 occurrence per month;
- IVR system - No more than 1 occurrence per month;
- Computer system (hardware/ software/ middleware) - any disruption that interferes with the delivery the services (reservations, scheduling, dispatching, reporting)- No more than 1 occurrence per month;
- Failure to respond to complaints within 10 days - No more than 1 occurrence per month;
- Failure to report incident or accident on time - No more than 1 occurrence per month;

- Any vacancy in one of "key senior staff" positions lasting longer than 90 calendar days
- Failure to maintain 100% of the proposed complement of personnel for each position for the entire month.
- Late or incomplete monthly reports

u) Publicity, Public Communication and Community Outreach

The Contractor shall not engage in any publicity regarding Fulton County service without prior written approval of the County, and shall not communicate with the print, television, radio or electronic media without the prior, expressed written approval of DSS. All inquiries from the press, local, state and federal agencies, or by public interest or private for profit or non-profit interest groups directed to the Contractor shall be redirected to DSS. Failure to comply shall result in removal from the project of the individual(s) failing to follow this procedure.

The Contractor agrees to participate with DSS in all efforts related to publicizing the services. Said efforts may consist of, but not be limited to, press events, advertisement in neighborhood or regional papers and distribution of informational brochures or notices and attendance at meetings, functions etc., and may occur during normal business hours, on weekdays after normal business hours, or on weekends.

The Contractor is prohibited from conducting eligibility outreach or marketing of Fulton County service except as specifically authorized by DSS.

v) Provision of Facility

The Contractor must utilize facility/ facilities, which meets the following conditions:

- The Contractor's facilities must be located within Fulton County.
- The Contractor's facilities must be suitable for conducting all functions to be performed in conjunction with the Contract, including but not limited to reservations, scheduling, radio dispatching and same-day issue handling, window dispatching road supervision, administrative support functions, staff recruitment and training, vehicle storage, maintenance, vehicle cleaning, and fueling (on or off

- the premises).
- The Contractor's facilities must be fully accessible to persons with disabilities.
- The Contractor's facilities must have lighted, secured parking for all vehicles to ensure prompt response time when trip assignments are received.
- The facility should be centrally located with easy access to the County's highways and arterials.

w) Vehicle Fleet

1. Vehicle Requirements

The Contractor is responsible for providing all revenue vehicles and non-revenue support vehicles (e.g., road supervisor vehicles). Proposers should propose a fleet size and vehicle mix sufficient to meet service performance standards.

All revenue vehicles utilized in the performance of transportation services through this solicitation must meet the requirements outlined in the OHS Transportation and Risk Management Manuals which can be found at the following website:

Georgia OHS website:
<https://odis.dhs.ga.gov/General/Home/DhsManuals/1>

All vehicles shall have a minimum 14-person capacity and be configured with two wheelchair tie-down positions. All vehicles must be in compliance with Americans with Disabilities Act (ADA).

All vehicles must be equipped with (2) two-way radios or cell phones assigned to each vehicle and properly identified with company seal and/or logo.

All vehicles must be equipped with MDT/AVL equipment or tablets capable of:

All vehicles must be equipped with handheld temperature scanning devices to check rider's temperatures.

- CDC: Face Masks are Mandatory on a U.S. Public Transportation

Face masks are mandated on all public transportation in the United States.

The Centers for Disease Control and Prevention (CDC) issued a wide-reaching order requiring face coverings to be worn on virtually every type of public transportation. That means all means of travel — airplanes, ships, trains,

subways, buses, taxis, and ride-shares — as well as at transportation hubs like airports, bus depots, ferry terminals, train and subway stations and seaports.

Showing a driver's manifest of trips, (1) receiving add-ons and other changes from dispatch; (2) location- and time-stamping the vehicle arrival and departure at all pick-up and drop-off locations, and at pull-out and pull-in.

Vehicles and all components must comply with or exceed the manufacturer's state and federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under this contract. This requirement includes adherence to the manufacturers' recommended maintenance schedule with documentation to support adherence to the schedule. Documentation must also be available for periodic desk audits.

Vehicles must comply with all applicable federal laws including ADA regulations. Any vehicle found non-compliant with Georgia Department of Motor Vehicle Safety (DMVS) licensing requirements, safety standards, Public Service Commission, ADA regulations, or RFP requirements must be removed from service immediately.

All vehicles shall have heating and air conditioning, have functioning and accessible seat belts, be adequately padded, have ample leg room, a functioning lift or ramp system, a raised roof or lowered floor, wheelchair tie-downs, a functioning speedometer and odometer, and functioning interior lighting within the passenger compartment.

At the outset of the contract, revenue vehicles cannot be of a model year earlier than 2014 and have an LTD mileage greater than 100,000. During the course of the contract, all vehicles may not be older than five (5) model years and have an LTD mileage greater than 250,000. If the Contractor provides a new fleet at the outset, those vehicles will be allowable for the entire contract term (option years included.)

2. Acquisition and Replacement Schedule

Proposer must submit a detailed plan and timeline for the acquisition of new/used vehicles (Capital Spending Plan)

during the three (3) year contract period which includes two (2) options for renewals under this RFP. Proposer should demonstrate how the specific number and type of vehicles, and proposed spare vehicle ratio, will ensure that service performance standards are met. As part of this plan, Proposer must submit a detailed plan to demonstrate its strategy for vehicle replacement, especially if Proposer plans to begin the contract with used vehicles.

3. In-Vehicle Communication Equipment

Each revenue vehicle operated by the Contractor under the terms of this project shall be equipped with an Automatic Vehicle Locator (AVL), full Mobile Data Terminal (MDT) capabilities, and a two-way or trunked (wireless) radio or other comparable communications device, tuned to a base where all transmissions are recorded. E-tablets may be substituted for some of this equipment; however, Contractor must provide a mount for E-tablets so that they are secure during vehicle operation and so that the driver can still view the screen (while the vehicle is stationary).

4. Vehicle Registration and Insurance

It is the obligation of the Contractor to obtain all required insurance and registrations for all Contractor-owned vehicles used in the delivery of service.

Vehicle Maintenance and Cleaning Requirements

1. Preventive Maintenance

Contractor must follow the PM Schedule as noted below. During a PM inspection, the technician shall document all defects found and will have all defects listed on a repair order and corrected prior to returning the vehicle to service.

- PM shall be performed on each vehicle in accordance to the vehicle manufacture's severe duty maintenance schedule. In addition to these PM standards, full compliance with all manufacturer recommendations is required.
- Each day, odometer readings from the driver's daily pre-trip inspection form shall be entered into the Contractor's Fleet Maintenance MIS. No vehicle with a past due PM will be allowed to operate until the PM is

completed.

2. Other Maintenance Requirements

a) Body Damage

The Contractor shall be required to maintain vehicles free of broken mirrors, broken or cracked windows, grime, rust, chipped paint or dents and body damage. Vehicles with major body damage must be removed from service until the damage is completely repaired. Minor body damage will be repaired within 30 days of the accident. Major body damage is defined as any damage which caused the most exterior part of the vehicle to be pierced, any damage which prohibits the safe operation of the vehicle or any dent greater than 1" in length.

b) Inside Compartment

The Contractor shall maintain all passenger compartments free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged or have protruding sharp edges. Broken or damaged seats shall be considered a safety hazard.

c) Heating and Air-Conditioning

Heating and air-conditioning (A/C) systems must be maintained as required to ensure the passenger compartment remains comfortable under all climate conditions. A/C equipment shall be maintained in operating condition, regardless of climate conditions.

d) Clean Air Standards

Annual emission/opacity inspections should be performed to meet all applicable clean air standards. Contractor are required to obtain all associated permits and licenses and make sure all required charges and fees are paid.

e) Wheelchair Lift/Ramp Maintenance

An essential element of vehicle maintenance is ensuring that the wheelchair lift, or ramp is in good operating condition at all times. As part of the regular daily vehicle inspection and PM process, Contractor is required to cycle the lift and perform a preventive inspection on it. Repairs and servicing of wheelchair lifts shall be recorded on the PM forms and retained for future reference. This includes, but not limited to, the replacement of worn components,

gear cleaning and adjustments in alignment as necessary. Where a lift fails in service, that vehicle is immediately pulled from service.

f) Parts Inventory

An initial inventory of parts shall be ordered at the start of the contract. Inventory levels shall be adjusted based on a usage analysis. Contractor must meet a minimum inventory level of 2 weeks usage for all parts. DSS recommends that the parts room be made secure, parts issued are properly tracked on work orders, and that the parts room is kept locked when not attended by maintenance personnel or clerk.

3. Cleaning of Vehicles

a) Daily Cleaning

The Contractor shall be required to perform daily cleaning including: inside of windows, dust seats, seatbelts, passenger restraints devices, handrails and attendant fittings, dash, windowsills, dashboard, driver area and arm rests, sweep all floor areas, remove trash and thorough clean all accidental bodily fluids or other soiled upholstery or floor stains from vehicle interiors immediately after occurrence, remove insects and graffiti as needed and ensure vehicle is free from odor.

b) Bi-weekly Cleaning

The Contractor shall be required to wash all revenue vehicles at least bi-weekly, or any time dirt or grime is visible by a person standing 10 feet away from the vehicle during normal daylight hours. Windshield and mirror surfaces shall be kept free of dirt, film or precipitation that may impair vision: remove grease, grime, handprints, etc. from interior window surfaces; clean and mop bus floor.

c) Monthly Cleaning

The Contractor shall be required to perform monthly cleaning "detail-clean" of the vehicle including: clean ceiling, sidewalls, seats, windows and dash, clean interior light lenses, treat interior vinyl surfaces with protectant; clean gum] and other foreign material, clean radio, MDT, clean and treat with preservative all rubber or vinyl exterior components.

d) Seasonal / Periodic Cleaning

The Contractor shall be required to inspect all service vehicles for insects and vermin. All vehicles shall be treated as necessary to be kept free of insects and vermin. The Contractor shall use fragrance free cleaning agents that are not offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles. The Contractor shall immediately remove all graffiti from service vehicle exteriors and interiors the same day it occurs or replace the vehicle until such time as the graffiti is removed.

e) Emergency Sanitization

The contractor must provide a plan to provide emergency sanitization of vehicles due to unforeseen health emergencies.

4. Fleet Maintenance/Inventory System

The Contractor is responsible for supplying a fleet maintenance management information system (and hardware) that supports all fleet maintenance and inventory functions and reporting requirements. Proposer should identify the specific system it will use, evidence its capabilities, and evidence Proposer's experience with the system.

x) Provision of Software and Hardware

1. Paratransit Scheduling System and Hardware

Contractor shall provide a paratransit scheduling software system with the capability to support all reservations, scheduling, dispatching and reporting functions described herein. Proposers should identify the system and version of the system it is proposing to provide, evidence its capabilities, and evidence Proposer's experience with the system.

The Contractor will be responsible for providing at its facility all related computer hardware (e.g., server, workstations, printers) and networks for the use of a scheduling software system as well as for all other administrative and support functions.

The Contractor will be responsible for purchasing a maintenance contract for the software hardware.

The Contractor will provide all in-vehicle MDT/AVL and communication equipment for dispatching and trip data tracking purposes; and radio and digital communication links between dispatchers and vehicles. As mentioned in Section 3.3.17 (C), E-tablets may be substituted for some of this equipment.

2. Internet Access

Contractor is required to provide a high-speed Internet connection for e-mail; and for use, maintenance and repair of scheduling software.

y) Provision, Requirements and Training of Management Staff, Administrative Staff, and Operational Staff

1. Key Senior Staff

Contractor shall provide "Key Senior Staff" to include the Project/General Manager, the Operations Manager, the Call Center (Reservations, Scheduling, Dispatch) Manager, the Safety and Training Manager, the Fleet/Maintenance Manager, the Information Technology Manager, the Finance Manager, the Human Resources/Personnel Manager, and the Mobilization Manager. The Contractor may not remove or substitute key senior staff for the project without prior approval from DSS.

a) Project/General Manager

The Project/General Manager must have a minimum of five years' experience (three of which must be within past five calendar years) with providing senior transportation services, at least one of which must have been managing an operation serving at least 200,000 trips annually.

The Project/General Manager position is a key to the effective operations of the service. The project manager sets the tone for the behavior and attitude of the staff and requires a person who has proven leadership, customer-service and technical skills, while possessing a knowledge of senior transportation services that balances the needs and desires of the riders with the requirements of the contract and DSS.

Key Responsibilities of the Project/General Manager:

- Day to day operations of DSS policies and procedures
- Oversight of call center functions, operations functions, and maintenance functions
- Oversight and implementation of human resources and labor relationship programs
- Oversight of safety and training programs
- Oversight of customer service and all administrative/support functions
- Liaison with DSS Core Skills:
 - Management/leadership
 - Customer service
 - Communication
- Fundamental understanding of senior transportation services
- Positive attitude
- Communicate with and advise DSS, and other local agencies and officials concerned with the operation and viability of Fulton County service and attend meetings as may be requested
- Manage all personnel-related functions including recruitment, selection, training, supervision, and discipline of all staff dedicated to the transit system. This responsibility includes the formulation and distribution of personnel and operating policies and procedures in appropriate employee handbooks and notices
- Manage all financial functions including the preparation of the annual budget and pro-forma operating statements; monitoring and approval of all transit expenditures; overseeing the fare collection and deposit systems to safeguard public funds; financial reporting; and administering the system's payroll, accounts payable and receivable functions
- Ensure the service's compliance with all appropriate federal laws and regulations as well as state and local requirements
- Establish and oversee internal programs and procedures regarding safety, training, operations, IT, maintenance, public relations, and other areas to ensure high quality service and the safeguarding of the system's personnel and capital assets
- Manage all other aspects of the system and performs additional duties as needed to ensure high-quality transit service. The responsibilities of this position focus on directing the proper operations of Fulton County service according to contractual responsibilities and other DSS policies

- Liaison with DSS staff

b) Operations Manager

The Operations Manager must have a minimum of three years of experience within the past five calendar years as an Operations Manager of a senior transportation operation serving at least 200,000 trips annually.

The Operations Manager will assist the Project General Manager in the oversight of the daily tasks associated with implementing safe, timely, and courteous service. This position is responsible for the supervision of transportation operations.

Duties of the Operations Manager will include the following:

- Ensure that Fulton County services are provided in a safe, reliable and timely manner
- Schedule and assign drivers and back-ups to ensure that all runs are covered, and service operates according to established schedules and manifests
- Provide oversight of vehicle dispatch and operations
- Review driver reports to ensure accuracy and resolution of any problems occurring during each day's operations
- Check and approve all driver time sheets and coordinates with administrative/ financial clerk to ensure payroll accuracy
- Maintain operating data to document and support transit operations
- Initiate an incident report when policy, procedure, or service standard violations occur

c) Call Center Manager

The Call Center Manager must have a minimum of three years of experience within the past five calendar years managing the reservations, scheduling, and dispatching functions of a senior transportation service serving at least 200,000 trips annually.

The Call Center Manager duties will include the following:

- Supervise the reservations, scheduling, and dispatch functions and staff

- Develop and maintain schedules that ensure proper staff coverage
- Respond to problems with reservation, scheduling or reconciliation activities
- Monitor staff performance and make recommendations for training and skill enhancement
- Analyze call center operations and provide recommendation for improvement.
- Record, review, and analyze telephone reports for performance
- Receive, review, investigate, and respond to customer comments to ensure their timely resolution
- Prepare monthly reports and analysis documents for the Project/General Manager
- Conduct staff meetings and conferences

d) Maintenance Manager

The Maintenance Manager is responsible for the systems maintenance and repair activities to include vehicles, buildings, fuel systems, on-board equipment including MDTs and radios, and other physical assets. Responsibilities include, but are not limited to the follow areas:

- Schedule a variety of mechanical work including preventive maintenance repairs and troubleshooting.
- Ensure compliance with the system's Preventive Maintenance (PM) programs and safety inspection schedules.
- Develop periodic or seasonal maintenance campaigns as needed.
- Maintain and secure appropriate levels of parts and fluids inventory
- Coordinate maintenance subcontracts including towing and outside repairs
- Keep accurate and comprehensive records pertaining to the maintenance function
- Analyze such records to improve services
- Supervise the vehicle cleaning program to ensure a clean and well maintained fleet at all times
- Responsible for security and maintenance of the operations facilities including vehicles, tools, equipment, buildings, fuel, parts, and all other system assets.
- Provide oversight of janitorial and landscaping activities
- Recruit, select, train, evaluate and supervise all shop

personnel in coordination with the Human Resources Manager

- Manage the shop safety program in coordination with the Safety and Training Manager to ensure safe work methods are known and followed with the aim of preventing injuries or damage to property
- Coordinate with vehicle manufacturers, equipment suppliers, and other maintenance professional to increase knowledge and to run an effective fleet maintenance shop
- Attend or arrange seminars and training activities as needed

e) Safety and Training Manager

The Safety and Training Manager is responsible for instilling in each staff member guiding principles of safety and customer service. The Safety and Training Manger's responsibilities include the following:

- Develop and implement the location's annual Safety and Security Action Plan
- Manage and schedule training for all staff including operators and supervisors; Schedule refresher training for all staff including operators and supervisors; Schedule refresher training and additional course work as needed
- Gather, compile, and report safety, accident and worker's compensation statistics as required
- Investigate and report on all vehicle and workers' compensation accidents
- Supervise an employee safety team
- Conduct semi-annual location audits to ensure the location complies with company, Fulton County, state, local and federal requirements
- Disseminate information on supplemental training courses
- Responsible for maintaining accurate training files for all personnel
- Conduct ride checks as directed
- Provide advice and guidance to operators

f) Finance Manager

The Finance Manager is to be responsible for operational records and all financial administration and reporting. Duties in this position will include the following:

- Assist the Project Manager with the preparation of the monthly forecast and revenue accrual
- Develops client invoices in coordination with Operations and Customer Service Managers
- Act as the backup to the Project Manager for the timely submission of financial reports and assist and/or prepare financial analysis as directed
- Directs the accomplishment of special projects involving the analysis of data, the collection of information from a variety of sources, and the identification of areas of concern and makes recommendations for cost savings and efficiency improvements
- Responds to accounts payable inquiries and works with the Maintenance Manager and Operations Manager concerning procurements
- Acts as the backup to the parts clerk for entering maintenance invoices
- Acts as the supervisor to handle all payroll inquiries and discrepancies
- Acts as the backup to the Administrative Clerk for the submission of the payroll

g) Information Technology Manager

The Information Technology (IT) Manager will be responsible for implementing and maintaining a variety of technical hardware and software. For the IT Manager position, duties will include the following:

- Install, configure, and maintain hardware and software components of the site's Local Area Network (LAN)
- Build network and maintain external and internal web presence
- Performs system backup on its external and internal web network servers
- Support server system(s) and supporting software
- Supports, monitors, tests, and troubleshoots hardware and software problems
- Recommend and schedule repairs and provide end support for all LAN based application and workstations
- Assist staff in the implementation of software solutions specific to Fulton County operations including development of hardware and software solutions for operating efficiencies and reporting.
- At least one year of experience with the paratransit scheduling system proposed is required.

h) Human Resources Manager

The Human Resource Manager will be responsible for employee recruitment, screening, and retention and is integral to the effective provision of customer service oriented transportation. Key duties of the Human Resources Manager include the following:

- Conducts human resource functions including employee recruitment, screening, and hiring; administration of benefits program; and staff evaluations
- Maintains employee files
- Reviews employee hours and assists in the development and maintenance of employee profiles and payroll data
- Ensure compliance with client, company, state, and federal requirements for employment
- Serves as Equal Employment Opportunity (EEO) and Affirmative Action
- (AA) officer for the location
- Addresses concerns or complaints received from staff either in person or through the Employee Hotline; investigates complaints, and documents finding for review by regional and corporate compliance staff
- Acts as liaison with representative of an employee union

i) Mobilization Manager

The Mobilization Manager, particularly for non-incumbent, is to manage all aspects of mobilization, working in conjunction with corporate staff and the Project/General Manager, Human Resources, and Safety & Training Manager. The responsibilities of this position will include developing and managing the Mobilization Plan, and to ensure that:

- The facility is readied for all functions
- A full complement of employees are hired and fully-trained for each functional position

2. Call Center, Window Dispatch, Road Supervision, Training and Administrative Staff

The Contractor shall provide and train office and support personnel sufficient to support the operation. This should include, but not be limited to call center staff, window dispatchers, road supervisors and miscellaneous

administrative personnel associated with trip reconciliation, reporting and invoicing, human resources, training, IT, etc. Proposers should detail their minimum qualifications for each position.

3. Vehicle Operators (Drivers) General Requirements

All drivers utilized to deliver transportation services under this contract must meet the minimum requirements outlined in the OHR Transportation Manual which can be found on OHR website:

<https://odis.dhs.ga.gov/General/Home/DhsManuals/1>

Drivers must meet registration requirements of the Georgia Public Service Commission to provide transportation services and maintain an active valid registration throughout the term of the contract.

The Contractor will also have on file for each successful driver candidate a statement from a licensed physician that the driver candidate is medically fit to drive. Driver candidates must pass a drug and alcohol screen test that is compliance with FTA regulations. Driver candidates must be able to speak, read and write the English language sufficiently to communicate with customers, dispatchers, etc., and to record data and read schedules and maps.

Cogent Background Check required by State.

In addition, the Contractor will perform a criminal background check on potential employees prior to hiring. The Contractor shall conduct these background and driver history checks at least once every six (6) months. When reviewing reports that document a criminal conviction(s), the Contractor shall make a determination concerning the status of the candidate for employment, promotion, or transfer according to the General Guidelines and Specific Guidelines outlined below.

Consideration shall be given to:

- The nature and/or number of the offense(s);
- The amount of time that has lapsed since the most recent conviction, sentencing and/or completion of any period of probation, incarceration, and/or parole;
- The public safety, business and/or operating interests of the Contractor and, if applicable, the overall job performance, work history, disciplinary record of a candidate who is a current employee.

A candidate who has a felony conviction shall not be considered for employment, promotion, or transfer into a safety sensitive position with the following exception:

In the event that more than ten (10) years has elapsed since the date of the conviction, or the end of a period of incarceration resulting there from (whichever is later), the candidate may be further considered.

If, however, in the sole opinion of the Contractor, the nature of the crime, the candidate's overall criminal record and/or the candidate's fitness for the position raise concerns for public safety and/or as to the potential for negative impact on business operations, the candidate will not be considered for employment, promotion or transfer. In the event the candidate is a current employee of the Contractor, the candidate may be subject to termination of employment/removal from work related to the Contract.

Any determination regarding public safety concerns and/or the potentially negative impact on the Contractor' business interests shall be made by the Contractor.

Misdemeanor convictions will be assessed on an individual basis including such factors as the number of convictions, type and dates of crime(s) committed, as well as the length of service. If an individual has been convicted of committing a misdemeanor, he/she may be deemed ineligible for employment or promotion or transfer to a safety sensitive position if:

- The date of the conviction is less than 5 years old; or
- The completion of any period of incarceration resulting from the conviction, (whichever is later), is less than five (5) years old.
- If, however, in the sole opinion of the Contractor, the nature of the crime, the candidate's overall criminal record raises a concern for public safety and/or may have a potentially negative impact on the Contractor' business operations, the candidate will not be considered for employment, promotion or transfer. In the event the candidate is a current employee of the Contractor, the candidate may be subject to termination of employment/removal from work related to the Contract.

In the event that an inquiry results in the discovery of a pending/continued case(s), the Contractor will instruct the candidate to obtain a certified court docket(s) and docket

number(s) indicating final disposition(s) and/or scheduled hearing dates of any and all pending cases. This information must be provided to the Contractor within 14 days of the request. In the event the candidate fails or is unable to provide the court certified final disposition for all matters within 14 days the candidate will not be considered for employment, promotion, or transfer. However, if the case is resolved, the applicant must submit sufficient documentation in order to be reconsidered for employment or promotion. The Contractor shall not be required to hold open any position for any applicant with a pending/continued case.

The decision not to employ, promote or transfer based on a Felony and/or Misdemeanor conviction(s) will be assessed on an individual basis including but not limited to such factors as the number of convictions, type and dates of crime(s) committed, public safety, business and/or operating interests of the Contractor and, if applicable, the overall job performance, work history, disciplinary record of a candidate who is a current employee.

4. Licensing

Each employee who operates a vehicle under this contract must be licensed for the past five (5) years and must have and maintain a valid driver's license issued by the State of Georgia (or a bordering state).

Drivers must not have any moving violations, or suspensions for moving violations in the past year; no DUI, DWI or OWI; no refusal of a blood alcohol test; no leaving the scene of an accident; and no use of a commercial vehicle in the commission of a felony.

Employees must report any charges of serious traffic violations. Failure to do so may result in immediate termination.

Licensing requirements will be updated semi-annually.

5. Other Pre-Employment Requirements and Tests

Each employee in a safety sensitive position must successfully pass a drug and alcohol testing and be entered in the Random Pool.

Each employee must be able to communicate in English in an effective manner, both orally and written.

6. Operator Training

Top quality customer service is a key objective in this project. To provide top quality customer service staff training and refresher courses are paramount.

All drivers utilized to deliver transportation services must have successfully completed the following training requirements:

General Orientation

- Consumer Service, Courtesy, and Sensitivity Awareness
- Driver Conduct
- Vehicle Orientation, Pre-Trip inspections
- A Certified Defensive Driving Course
- Proper Handling and Securing of Mobility Aids
- Record Keeping Requirements
- Emergency Procedures
- A Certified Basic First Aid & CPR Course (current certification must be maintained)

Additional courses and refresher modules should be provided as necessary to ensure quality service delivery. All training materials should be updated periodically to reflect changes in policy and revised or new procedures.

Proposers must outline a detailed plan describing their strategy to provide the required training, including a schedule of refresher modules. Number of hours per module must be specified.

7. Driver Retention

Proposer must outline a detailed plan describing their strategy to recruit and retain drivers that meet specified service standards.

z) Maintenance Staff

Proposers will specify in their proposals a staffing plan for all fleet/vehicle maintenance and cleaning functions described below. This will include a proposed staffing plan to ensure proper coverage of maintenance functions. Contractor shall maintain a fleet/vehicle maintenance staff sufficient in size to ensure that all related duties are performed in a timely fashion and that the required minimum numbers of vehicles are in service.

Lead mechanic applicants hired will have a minimum of five years' experience maintaining the types of vehicles used in Fulton County service. ASE certification is preferred.

Supporting mechanics will have a minimum of one year experience. General Duties:

- Maintenance staff shall maintain all revenue vehicles in accordance with the requirements of the RFP.
- Maintenance staff shall maintain all wheelchair lifts, ramps, securement systems, radios or other communication such as MDTs and AVL equipment in accordance with the recommendations of the respective manufacturer.
- Vehicles without properly functioning wheelchair lifts or ramps, when the vehicle is equipped with same, shall immediately be removed from service until repaired.
- Contractor shall be required to provide DSS with an updated copy of their vehicle and equipment preventative maintenance program.
- Maintenance staff shall be required to maintain all service vehicles in good overall operating condition.
- Maintenance staff shall perform both regular and preventive maintenance on vehicles and shall maintain adequate records to enable DSS to verify that a preventive maintenance (PM) schedule is being adhered to by the Contractor.
- Maintenance staff shall be required to clean vehicles in accordance with the requirements of the RFP, and which are outlined in Section 3.3.18 (C).

aa) Drug & Alcohol Testing

The Contractor and any appropriate Sub-Contractor must fully establish and implement, during the entire term of this contract, an Anti-Drug and Alcohol Misuse Prevention Program in accordance with the following Department of Transportation, Federal Transit Administration Regulations;

- 49 CFR Part 40: "Procedures for Transportation Workplace Testing Programs"
- 49 CFR Part 653: "Prevention of Prohibited Drug Use in Transit Operations"
- 49 CFR Part 654: "Prevention of Alcohol Misuse in Transit Operations"

A minimum of fourteen (14) calendar days prior to the commencement of the services, the Contractor shall submit to DSS their proposed Anti-Drug and Alcohol Misuse Prevention Programs. This document shall provide the names, address and telephone number of Contractor HHS-certified testing laboratory, collections sites utilizing CFR Part 40 collection procedures, Medical Review Officer, Substance

Abuse Professional as well as the Contractor personnel responsible for administering this program. The program shall also include the following elements:

- Policy statement reflecting the requirements listed in CFR Part 653 and 654.
- Supervisory and employee training.
- Personnel titles and functions subject to testing.
- Consequences of positive breath and/or urine test

The Contractor is required to submit drug and alcohol testing data reports in the "MIS" style defined in 49 CFR Parts 653 and 654 to DSS.

A signed "Certification of Compliance" will be required once the Contractor program proposal has been reviewed and approved by DSS. It is the Contractor's responsibility to notify DSS of any changes in personnel or drug/alcohol program as outlined in the approved program proposal.

Contractor must make provisions to comply with Federal Drug and Alcohol testing regulations during all hours of operations including late evening, weekends, and holidays.

bb) Workplace Environment

The Contractor and its employees shall comply with the Drug and Alcohol Free Workplace requirements. The Contractor's employees who violate either of these policies are to be removed from this Contract and are not to be employed on another DSS contract. The Contractor also agrees to include the following requirements in each subcontract entered into as part of this Agreement.

1. Drug and Alcohol Free Workplace Requirement

The Contractor, Contractor's employees, vendors, visitors, and volunteers are to be free of the effect of drugs, alcohol, controlled substances or other prohibitive substances when they are on DSS property or performing DSS business. In addition, all referenced parties are prohibited from using, possessing, selling or distributing any drugs, alcohol, controlled substances or other prohibited substances when they are on DSS property or performing DSS business. It is the responsibility of the Contractor to advise its employees of this requirement and to ensure that its employees meet this "fitness for duty" standard. Violators of this policy will not be allowed to remain on DSS property or to continue conducting business for or with DSS. The Contractor will submit to DSS within thirty, (30) days of a Drug and Alcohol violation, a written report documenting the actions taken with regard to

any of its employees who violate this policy. The Contractor will accept all liability arising from violation of this policy by his/her employees.

2. Labor Harmony

The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in Fulton County. The Contractor acknowledges and agrees that all persons employed by it to manage or work on Fulton County's premises shall be held accountable for their behavior under Fulton County's Equal Employment Opportunity and Prevention of Harassment Policies and, further, that the Contractor at the request of DSS will remove from its work on the contract herein, any employee who should violate these policies as aforesaid. The Contractor further covenants and agrees that, in the exercise of the rights and privileges granted, its employees or representatives will not deface or damage the property of Fulton County. The Contractor shall assume liability for actions on the part of its employees.

cc) Service Transition

Contractor will be responsible for all preparation, expenses and activities associated with ensuring the successful transition of service to an incoming Contractor (if different) at the end of this contract.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

The Contractor is responsible for providing the following project deliverables:

1. 90% On-time performance
2. Productivity: No less than 2.7 riders per revenue hours
3. Efficient Call Center Operations, as defined by Performance Standards, as described in Exhibit C, Scope of Work
4. No more than 30 complaints per 10,000 customer trips
5. No more than 1.5 preventable accidents per 100,000 total miles.
6. Adequate staffing, as defined Exhibit C, Scope of Work
7. Routinely maintained vehicles, as defined in Exhibit C, Scope of Work

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement for Year 1 in an amount not to exceed \$5,950,109.27 (Five Million Nine Hundred Fifty Thousand One Hundred Nine Dollars and Twenty Seven Cents).

Contract amounts per year for the services for Years 2 – 5 are listed below:

YEAR	CONTRACT PERIOD	CONTRACT TERM	COST
Per Year 1	6/15/2022 – 12/31/2022	Initial Term	\$5,950,109.27
Per Year 2	1/1/2023 – 12/31/2023	First Renewal Term	\$6,386,735.47
Per Year 3	1/1/2024 – 12/31/2024	Second Renewal Term	\$6,780,913.83
Per Year 4	1/1/2025 – 12/31/2025	Third Renewal Term	\$7,186,827.03
Per Year 5	1/1/2026 – 12/31/2026	Fourth Renewal Term	\$7,625,171.58

The detailed costs are attached.

ATTACHMENT NUMBER #**Fixed and Variable Costs**

FIXED COSTS	2022	2023	2024	2025	2026	Total
1. Admin. Personnel Salaries/Wages	\$723,814	\$755,410	\$787,805	\$816,532	\$846,378	\$3,929,938.37
2. Admin. Personnel Fringe Benefits	\$203,751	\$214,511	\$225,859	\$237,488	\$249,802	\$1,131,410.28
3. Management Support	\$328,144	\$351,053	\$371,895	\$401,945	\$428,122	\$1,881,159.98
4. General Liability Insurance	\$179,264	\$188,878	\$198,651	\$209,729	\$220,823	\$997,344.69
5. General Administrative Supplies	\$37,871	\$39,121	\$39,903	\$40,701	\$41,515	\$199,112.02
6. Mail/Courier	\$0	\$0	\$0	\$0	\$0	\$0.00
7. Copier Lease and Maintenance Fee	\$0	\$0	\$0	\$0	\$0	\$0.00
8. Travel/Workshops/Training	\$14,294	\$6,930	\$7,068	\$7,210	\$7,354	\$42,855.79
9. Rent	\$168,972	\$300,000	\$315,000	\$330,750	\$347,288	\$1,462,009.50
10. Utilities	\$82,034	\$101,175	\$88,000	\$89,760	\$91,555	\$452,523.75
11. Janitorial Services/Supplies	\$34,898	\$35,596	\$36,308	\$37,034	\$37,774	\$181,608.93
12. Facility Insurance	\$0	\$0	\$0	\$0	\$0	\$0.00
13. Work Stations and Furnishings	\$3,393	\$0	\$0	\$0	\$0	\$3,393.46
14. Copier Lease	\$8,436	\$8,605	\$8,777	\$8,952	\$9,131	\$43,901.28
15. Telephone System, Telephone/Internet Service	\$5,697	\$5,811	\$5,927	\$6,045	\$6,166	\$29,646.34
16. Call Center/Scheduling/Dispatch System and Maintenance Fees	\$80,548	\$82,158	\$83,802	\$85,478	\$87,187	\$419,172.53
17. IVR System, Installation and Maintenance Fees	\$0	\$0	\$0	\$0	\$0	\$0.00
18. Two-Way Communication Equipment, Installation and Maint. Fees	\$58,456	\$67,095	\$67,294	\$68,161	\$61,879	\$322,885.84
19. Fleet Maintenance MIS System and Hardware, Installation, Maint.	\$0	\$0	\$0	\$0	\$0	\$0.00
20. Other Software, Hardware, Networking, Installation, Maintenance	\$15,919	\$15,239	\$14,380	\$14,380	\$10,761	\$70,679.28
21. Large Maintenance Equipment (> \$1,000)	\$7,729	\$7,729	\$1,545	\$0	\$0	\$17,003.24
22. Other (describe: Mobilization Expense, Building & Grounds)	\$173,374	\$65,243	\$66,027	\$66,827	\$67,643	\$439,114.17
23. Profit (not to exceed 8% of Fixed Costs)	\$108,288	\$115,848	\$122,725	\$132,642	\$141,280	\$620,782.79
24. Total Fixed Costs	\$2,234,880.67	\$2,360,400.39	\$2,440,966.14	\$2,553,634.26	\$2,654,660.80	\$12,244,542.25
Monthly Fixed Cost Reimbursement	2022	2023	2024	2025	2026	Total
25. Monthly Fixed Cost Reimbursement (Row 24 / divided by 12)	\$186,240.06	\$196,700.03	\$203,413.85	\$212,802.85	\$221,221.73	\$1,020,378.52

VARIABLE COSTS	2022	2023	2024	2025	2026	Total
Call Center						
26. Call Center Personnel Wages	\$0	\$0	\$0	\$0	\$0	\$0.00
27. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0.00
28. Recruitment/Training/Drug testing	\$28,079	\$29,045	\$29,626	\$30,219	\$30,823	\$147,791.26
29. Call Center Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30. Other (describe:)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31. Profit (not to exceed 8% of Call Center Variable Cost)	\$1,844	\$1,980	\$2,103	\$2,224	\$2,358	\$10,508.26
32. Sub-Total Call Center Variable Costs	\$29,922.61	\$31,024.80	\$31,728.57	\$32,442.29	\$33,181.25	\$158,299.52
Window Dispatching/Road Supervision and Non-Revenue Vehicles						
33. Window Dispatcher/Road Supervisor Personnel Wages	\$0	\$0	\$0	\$0	\$0	\$0.00
34. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0.00
35. Recruitment/Training/Drug Testing	\$0	\$0	\$0	\$0	\$0	\$0.00
36. Non-Revenue Vehicle Lease/Purchase	\$0	\$0	\$0	\$0	\$0	\$0.00
37. Non-Revenue Vehicle Insurance	\$0	\$0	\$0	\$0	\$0	\$0.00
38. Non-Revenue Vehicle Fuel & Maintenance	\$40,162	\$40,990	\$41,809	\$46,157	\$48,273	\$217,390.52
39. Towing	\$0	\$0	\$0	\$0	\$0	\$0.00
40. Other (describe:)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41. Profit (not to exceed 8% of Road Sup. & NR Veh)	\$5,179	\$5,560	\$5,905	\$6,246	\$6,624	\$29,513.47
42. Sub-Total Window Dispatch/Road Superv. and Non-Rev. Vehicles	\$45,340.08	\$46,549.84	\$47,714.72	\$52,402.61	\$54,896.74	\$246,903.99
Vehicle Operations						
43. Veh. Operation Personnel Wages	\$2,323,983	\$2,606,954	\$2,816,741	\$2,988,550	\$3,202,834	\$13,939,063.56
44. Veh. Operation Personnel Fringe	\$580,997	\$577,176	\$614,638	\$649,996	\$690,407	\$3,113,214.33
45. Recruitment and Training	\$39,166	\$40,292	\$41,098	\$41,920	\$42,758	\$205,233.40
46. Amortized or lease costs of revenue vehicles	\$3,041	\$0	\$0	\$0	\$0	\$3,041.34
47. Amortized or lease cost of in-vehicle communication equipment	\$0	\$0	\$0	\$0	\$0	\$0.00
48. Vehicle Insurance	\$189,906	\$169,070	\$177,524	\$186,400	\$195,720	\$918,619.56
49. Fuel for Revenue Vehicles	\$0	\$0	\$0	\$0	\$0	\$0.00
49a Other: Uniforms	\$11,200	\$12,036	\$12,277	\$12,522	\$12,773	\$60,807.67
49a Other: SmartDrive Review, Safety Supplies	\$0	\$0	\$0	\$0	\$0	\$0.00
50. Profit (not to exceed 8% of Vehicle Ops. Costs)	\$63,689	\$68,383	\$72,627	\$76,813	\$81,462	\$362,973.11
51. Sub-Total Vehicle Operations	\$3,211,983.23	\$3,473,910.83	\$3,734,904.32	\$3,956,201.29	\$4,225,953.31	\$18,602,952.98
Vehicle Maintenance						
52. Maintenance Personnel Wages	\$206,718	\$222,636	\$238,443	\$250,365	\$262,883	\$1,181,044.07
54. Fringe Benefits	\$39,896	\$42,444	\$45,064	\$47,459	\$49,993	\$224,855.78
54. Recruitment/Training/Drug Testing	\$14,247	\$14,532	\$14,823	\$15,119	\$15,421	\$74,141.75
55. Maintenance Parts/Supplies/Tires	\$156,253	\$183,682	\$215,087	\$266,399	\$314,692	\$1,136,112.51
56. Other (describe: subcontracted bus cleaning)	\$2,089	\$2,131	\$2,173	\$2,217	\$2,261	\$10,871.72
57. Profit (not to exceed 8% of Vehicle Maintenance. Cost)	\$8,779	\$9,426	\$10,011	\$10,588	\$11,229	\$50,032.62
58. Sub-Total Vehicle Maintenance Variable Costs	\$427,982.68	\$474,849.61	\$525,600.08	\$592,146.59	\$656,479.48	\$2,677,058.44
59. Total Variable Costs	\$3,715,228.60	\$4,026,335.08	\$4,339,947.69	\$4,633,192.78	\$4,970,510.78	\$21,685,214.94
Trips, Revenue, Vehicle Hours and Per RVH Reimbursement Rates						
60. Estimated Number of Total Trips per Year	106,103	110,837	110,837	110,837	110,837	549,452
61. Estimated Number of RVHs per Year	86,400	86,400	86,400	86,400	86,400	432,000
62. Assumed Productivity(Trips Per RVH) (Row 60 / Row 61)	1.23	1.28	1.28	1.28	1.28	1.27
63. Per RVH Rate (Row 59 / Row 61)	\$ 43.00	\$ 46.60	\$ 50.23	\$ 53.62	\$ 57.53	\$ 50.20

Fixed and Variable Personnel Salaries/Wages and Fringe Detail Page

Position	2022			2023			2024			2025			2026		
	FTE	Hrs	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate	FTE	Hrs.	Rate
Administrative	0	2080	0	0	2080	0	0	2080	0	0	2080	0	0	2080	0
Gen Manager	1	2080	45.67	1	2080	47.04	1	2080	48.45	1	2080	49.90	1	2080	51.40
Operations Mgr.	1	2080	31.25	1	2080	32.19	1	2080	33.16	1	2080	34.15	1	2080	35.17
Call Center Mgr.	1	2080	20.91	1	2080	21.54	1	2080	22.19	1	2080	22.86	1	2080	23.55
Customer Serv. Mgr.	0	2080	0	0	2080	0	0	2080	0	0	2080	0	0	2080	0
Maintenance Mgr.	1	2080	33.65	1	2080	34.66	1	2080	35.70	1	2080	36.77	1	2080	37.87
Safety/Training Mgr.	1	2080	27.92	1	2080	28.75	1	2080	29.61	1	2080	30.50	1	2080	31.42
Finance Mgr.	0	2080	0	0	2080	0	0	2080	0	0	2080	0	0	2080	0
IT Mgr.	0	2080	0	0	2080	0	0	2080	0	0	2080	0	0	2080	0
HR Mgr.	1	2080	25.88	1	2080	26.65	1	2080	27.45	1	2080	28.27	1	2080	29.12
Administrative	0	2080	0	0	2080	0	0	2080	0	0	2080	0	0	2080	0
Janitorial	1	2080	15	1	2080	15.45	1	2080	15.91	1	2080	16.39	1	2080	16.88
Sub-Total	7			7			7			7			7		
Est. Fringe %			31.4%			32.1%			32.8%			33.5%			34.3%
Call Center															
Reservationists	2	2080	15.00	2	2080	15.45	2	2080	15.91	2	2080	16.39	2	2080	16.88
Schedulers	0	2080	0.00	0	2080	0.00	0	2080	0.00	0	2080	0.00	0	2080	0.00
Radio Dispatchers	4	2080	16.48	4	2080	17.72	4	2080	18.97	4	2080	19.92	4	2080	20.92
Reconcilers	0	2080	0	0	2080	0	0	2080	0	0	2080	0	0	2080	0
Sub-Total	6			6			6			6			6		
Est. Fringe %			18.6%			18.7%			18.7%			18.9%			19.1%
Maintenance															
Mechanics – A	1	2080	24.25	1	2080	26.12	1	2080	27.97	1	2080	29.37	1	2080	30.84
Mechanics – B	2	2080	20.6	2	2080	22.19	2	2080	23.76	2	2080	24.95	2	2080	26.20
Vehicle Cleaners	2	2080	13.5	2	2080	14.5395	2	2080	15.571805	2	2080	16.350395	2	2080	17.167914
Sub-Total	5			5			5			5			5		
Est. Fringe %			16.2%			16.1%			16.1%			16.2%			16.3%
Road Supervision															
Window Dispatchers	0	2080	0.00	0	2080	0.00	0	2080	0.00	0	2080	0.00	0	2080	0.00
Road Supervisors	2	2080	16.48	2	2080	17.72	2	2080	18.97	2	2080	19.92	2	2080	20.92
Sub-Total	2			2			2			2			2		
Est. Fringe %			18.3%			18.2%			18.1%			18.2%			18.3%
Vehicle Operations, Full-Time Drivers															
FT Drivers	54	2080	13.88	57	2080	15.06	57	2080	16.38	57	2080	17.33	57	2080	18.66
Est. Fringe %			18.1%			17.9%			17.7%			17.7%			17.7%
Bus Monitors	20	2080	10.98	20	2080	11.83	20	2080	12.67	20	2080	13.30	20	2080	13.97
Est. Fringe %			22.1%			21.9%			21.8%			22.0%			22.2%
Vehicle Operations, Part-Time Drivers															
PT Drivers	2.0	2080	13.88	2.0	2080	15.06	2.0	2080	16.38	2.0	2080	17.33	2.0	2080	18.66
Est. Fringe %			8.9%			8.9%			8.9%			8.9%			8.9%
Total	96.00	49,920.00		99.00	49,920.00		99.00	49,920.00		99.00	49,920.00		99.00	49,920.00	

Fixed and Variable Cost, Vehicle Detail Page

Make	Model	Year	2022	2023	2024	2025	2026
STARCRAFT	ALLSTAR 25	2016	1	1	1	1	1
STARCRAFT	ALLSTAR 22	2017	3	3	3	3	3
STARCRAFT	ALLSTAR 25 WHIT	2017	4	4	4	4	4
STARCRAFT	ALLSTAR 22 WHIT	2017	43	43	43	43	43
STARCRAFT	ALLSTAR WHITE	2017	3	3	3	3	3
Total			54	54	54	54	54

Costs	Month 1	Month 2	Month 3	Month 4	TOTAL
Administrative Costs					
1. Personnel Wages					\$0
2. Fringe Benefits					\$0
3. Rent					\$0
4. Utilities					\$0
5. Admin. Phone/Internet					\$0
6. Travel					\$0
7. Supplies					\$0
8. General Liability Insurance					\$0
9. Advertising/Recruitment					\$0
10. Management Staff Relocation					\$0
11. Facility environmental testing					\$0
					\$0
13. <i>Sub-Total Administrative Costs</i>	\$0	\$0	\$0	\$0	\$0
Call Center Mobilization					
14. Personnel Wages					\$0
15. Fringe Benefits					\$0
16. Call Center Telephone Service					\$0
17. Two-Way Communications					\$0
18. Call Center/Scheduling/Dispatch System Training					\$0
					\$0
					\$0
					\$0
21. <i>Sub-Total Call Center Mobilization</i>			\$0	\$0	\$0
Vehicle Operations Mobilization					
22. Personnel Wages					\$0
23. Fringe Benefits					\$0
24. Vehicle Insurance					\$0
25. Vehicle Maintenance/Supplies					\$0
26. Fuel Costs					\$0
27. Other (describe:) Drug Testing, Physicals, Background checks					\$0
Operator Uniform setup					\$0
Outside Trainer Expenses					\$0
Non-revenue vehicle leases					\$0
29. <i>Sub-Total Vehicle Operations Mobilization</i>	\$0	\$0	\$0	\$0	\$0
30. <i>Profit (Not to exceed 8%)</i>					\$0
31. Total All Mobilization Costs Including Profit	\$0	\$0	\$0	\$0	\$0

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** Transdev Services, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

E- Verify #105540

EEV/Basic Pilot Program* User Identification Number

Transdev Services, Inc.



BY: Authorized Officer of Agent (Insert Contractor Name)

Secretary

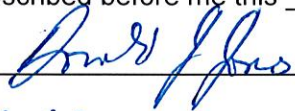
Title of Authorized Officer or Agent of Contractor

Ted Koerth

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25 day of OCT, 2021.

Notary Public:



County:

SUPAGE

Commission Expires:

5/3/23



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

NOT APPLICABLE

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires: _____
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Officers/ Directors Address: Transdev Services, Inc.; 720 E. Butterfield Road Suite 300; Lombard, Illinois 60148

Laura Hendricks - CEO & President (Officer and Director)
Susan Sweat - Vice President (Officer)
Mathieu Le Bourhis - CFO and Treasurer (Officer and Director)
Theodore Koerth - General Counsel and Secretary (Officer)

Transdev Services, Inc. is 100% owned by Transdev North America.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Transdev Services, Inc. is the largest private-sector, multi-modal provider of public transportation in the U.S. Our North American corporate headquarters are in Lombard, Illinois, and we have experts in all key transit-related disciplines located across North America. Our experience spans a broad range of contract structures, from traditional operations and maintenance contracts to management contracts that include functions traditionally performed by the public transit agency.

Transdev has evolved from our humble beginnings as an on demand transportation company in Baltimore over 100 years ago. We now have more than 20,000 employees, operating over 12,000 vehicles for contracts in more than 200 locations across the United States. We deliver virtually every type of ground transportation service, including fixed route, paratransit, microtransit, commuter bus, university shuttle, BRT, student transportation, airport shuttle, commuter rail, light rail, and streetcar service.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No employee, agent or representative has been directly or indirectly involved with Fulton County in the last five years.

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain. **See explanation below**

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 25th day of October, 2021

Theodore Koerth 10/25/21
(Legal Name of Proponent) (Date)

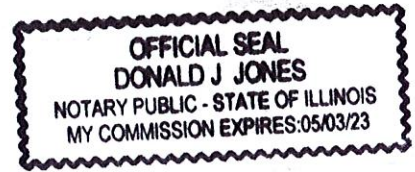
 10/25/21
(Signature of Authorized Representative) (Date)

Secretary
(Title)

Sworn to and subscribed before me,

This 25 day of OCT, 20 21

 (Notary Public) (Seal)



Commission Expires 5/3/23 (Date)

Response to 1.(c): Transdev operates multiple modes of transportation pursuant to hundreds of contracts throughout the U.S. In addition, Transdev employs more than 20,000 employees, operates hundreds of buses and other vehicles in its many operations, and transports millions of passengers annually. In the normal course of business, despite an excellent safety record, Transdev is a party to claims and legal proceedings primarily concerning small third-party claims for injuries and damages alleged to have occurred in the provision of transportation services and employee claims involving personnel and labor relations issues. None of these claims or proceedings is material to Transdev's financial condition or ability to perform the services which are the subject of the current RFP.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: Transdev Services, Inc.

Performing work as: Prime Contractor Subcontractor/Sub-Consultant

Professional License Type: N/A

Professional License Number: N/A

Expiration Date of License: N/A

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 11/02/2021

(ATTACH COPY OF LICENSE)

Transdev has provided a Certificate of Existence for the State of Georgia on the following page.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Transdev Services, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Transdev Services, Inc.
(BUSINESS NAME)

2251 Sylvan Road, East Point, GA 30344
(FULTON COUNTY BUSINESS ADDRESS)

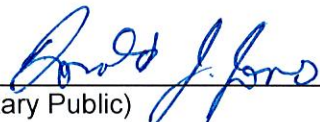
Secretary
(OFFICIAL TITLE OF AFFIANT)

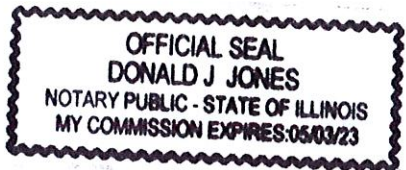
Ted Koerth
(NAME OF AFFIANT)


(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 25 day of OCT, 2021


(Notary Public) (Seal)



Commission Expires: 5/3/23
(Date)

NOT APPLICABLE

STATE OF GEORGIA
COUNTY OF FULTON

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires: _____
(Date)

Control Number : 07018554

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

TRANSDEV SERVICES, INC.

a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	13166088
Date Inc/Auth/Filed	03/01/2007
Jurisdiction	Maryland
Print Date	05/10/2016
Form Number	211



A handwritten signature in black ink, appearing to read "B. P. Kemp". The signature is stylized and written in a cursive-like font.

Brian P. Kemp
Secretary of State

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (W.C. Pihl),
Name

Senior Vice President Buisness Development
Title

Transdev Services, Inc.
Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: W.C. Pihl **TITLE:** Senior Vice President Business Development

SIGNATURE: 

ADDRESS: 720 East Butterfield Road Suite 300, Lombard, Illinois 60148

PHONE NUMBER: 630.571.7070 **EMAIL:** bd@transdev.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Transdev Services, Inc.

ITB/RFP Name & Number: SENIOR TRANSPORTATION SERVICES For DEPARTMENT OF SENIOR SERVICES 21RFP000027A-CJC

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
 Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
 \$ _____ Or 100 _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV	NOT APPLICABLE	% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)	\$11,200.00
---	-------------

Total Percentage of Certified Subcontractors: (%)	0.17%
--	-------

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  **Title:** Senior Vice President Business Development

Business or Corporate Name: Transdev Services, Inc.

Address: 720 East Butterfield Road Suite 300, Lombard , Illinois 60148

Telephone: () 630.571.7070

Fax Number: () _____

Email Address: bd@transdev.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Transdev Services, Inc.

ITB/RFP Name & Number: SENIOR TRANSPORTATION SERVICES For DEPARTMENT OF SENIOR SERVICES 21RFP000027A-CJC

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
 Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
 \$ _____ Or 100 _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV	NOT APPLICABLE	% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)	\$11,200.00
---	-------------

Total Percentage of Certified Subcontractors: (%)	0.17%
--	-------

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  **Title:** Senior Vice President Business Development

Business or Corporate Name: Transdev Services, Inc.

Address: 720 East Butterfield Road Suite 300, Lombard , Illinois 60148

Telephone: () 630.571.7070

Fax Number: () _____

Email Address: bd@transdev.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM
SEE ATTACHED OUTREACH DOCUMENTATION

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

Company Name: Transdev Services, Inc.

Project # & Title: 21RFP000027A-CJC - Fulton County Senior Transportation Services

Printed Signature: 

Date: 11/02/2021



236 Auburn Ave. NE, Suite 301
Atlanta, GA 30303
404.500.5557 Phone
866.354.2599 Fax

November 1, 2021

Fulton County

Re: Transdev's MFBE Outreach Efforts for Senior Transportation Services RFP

Vectour Group (Vectour), a Bus Transportation Management MBE and DBE, was retained by Transdev to MFBE prospecting and outreach for their Senior Transportation Services bid response with Fulton County. After being retained, Vectour performed the following steps:

In conjunction with Transdev, Vectour identified product and service categories that would be a good fit for Transdev to offer prospective MFBEs during the outreach process. The targeted product and service categories were:

- Uniforms
- Office Supplies
- Lubricants

On October 25, 2021, email notification was issued to all MFBEs certified by Fulton County Department of Purchasing & Contract Compliance, to alert them of the bid opportunity with Transdev. The contents and recipients of these email notifications are available upon request. Responses to those blast emails were recorded, including additional information in order to provide a quote, and whether a quote was ever provided.

On October 25, 2021, Vectour published advisements via various on-line platforms (DBE GFE Journal, Twitter, etc.) to promote the subcontracting opportunities.

On October 28, 2021, a virtual MFBE outreach event was held for all interested MFBEs. Detailed information was provided on the potential opportunity. After the virtual outreach event, scope of service documents were sent to MFBEs firms that expressed interest. Transdev selected (1) firm.. The following firm were selected:

- Safeguard Printing and Promotional Products, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Reginald Haslam, Jr.", followed by a horizontal line.

Reginald Haslam, Jr.
President/ Chief Executive Officer
Vectour Group, Inc.



Firm	Address1	City	State	Zip	Phone Number	Category	Certification Designation	Email	Email Blast 10.25.21	Notes
ALL SUPPLY COMPANY	1631 KENMORE STREET, S.W.	ATLANTA	GA	30311	404-755-2500	Office Supplies	MBE	rcs_asc@hotmail.com	Yes	Unresponsive
ATLANTA BRAND CENTRAL LLC	944 Glenwood Ave SE	Atlanta	GA	30316	404-312-8777	Office Supplies	MBE	darryl@abcatl.com	Yes	Unresponsive
BROWN OFFICE SYSTEMS, INC.	1733 Washington Avenue	ATLANTA	GA	30344	404-766-6056	Office Supplies	FBE	brownoff@bellsouth.net	Yes	Unresponsive
CLINICAL SOLUTIONS, LLC	416 Mary Lindsay Polk Drive, Ste. 515	Franklin	TN	37067	615-369-2485	Office Supplies	FBE	christi@clinicalsolutionpharmacy.com	Yes	Unresponsive
Diamond Dynasty Logistics Inc.	132 EVERGREEN WAY	STOCKBRIDGE	GA	30281	678-763-0611	Office Supplies	FBE	info@diamonddynastylogistics.com	Yes	Unresponsive
DunWell Supply and Services, LLC.	2201 S. Halsted St. Unit 2-4-N	Chicago	IL	60608	312-275-5858	Office Supplies	FBE	catherine@dunwellsupply.com	Yes	Unresponsive
GAMBRELL-BREWSTER LOGISTIX INC.	4426 Hugh Howell Rd, Suite B-520	Tucker	GA	30084	432-517-5900	Office Supplies	MBE	gblogistix@gmail.com	Yes	Unresponsive
Interboro Packaging Corp.	114 Bracken Road	Montgomery	NY	12549	845-782-6800	Office Supplies	FBE	interboro@frontiernet.net	Yes	Unresponsive
J & D Industrial Products and Services, LLC	2550 Heritage Court, Suite 125	Atlanta	GA	30339	404-403-3517	Office Supplies	MBE	djenkins@dunwoodyam.com	Yes	Unresponsive
MASSCOM INSTALL TECH	2400 Park Central Blvd	Decatur	GA	30035	770-374-4693	Office Supplies	FBE	masscomnextk@aol.com	Yes	Unresponsive
Metro Records Management, Inc.	160 Clairemont Avenue, suite 200	Atlanta	GA	30030	404-401-4550	Office Supplies	FBE	rhumphrey@metrorecordsmanagement.com	Yes	Unresponsive
TDC Systems Integration, Inc.	1000 Parkwood Circle, Ste 900	Atlanta	GA	30339	770-805-9300	Office Supplies	MBE	tdozier@tdcsi.com	Yes	Unresponsive
The Hudson Holding Company	4525 Flat Shoals Parkway, Suite#402	Decatur	GA	30034	404-456-2245	Office Supplies	MBE	dehia@msn.com	Yes	Unresponsive
Total Partners Group LLC	2400 Herodian Way SE, #220	Smyrna	GA	30321	800-445-1161	Office Supplies	FBE, SDVBE	info@tpgllc.us	Yes	Expressed interested. Firm not selected.
XTRA PAIR OF HANDS, LLC	3780 Old Norcross Rd, Suite 103-199	Duluth	GA	30096	404-825-4398	Office Supplies	FBE	info@xtrapairofhands.com	Yes	Unresponsive
GAMBRELL-BREWSTER LOGISTIX INC.	4426 Hugh Howell Rd, Suite B-520	Tucker	GA	30084	432-517-5900	Uniforms	MBE	gblogistix@gmail.com	Yes	Unresponsive
Oliver & Tate Enterprises, Inc	4335 Van Nuys Blvd, Suite 370	Sherman Oaks	CA	91403	818-804-1436	Uniforms	FBE	amy@coverplayard.com	Yes	Unresponsive
PATTERSON PROMOTIONAL PRODUCTS	1654 Beatie Ave. SW	Atlanta	GA	30310	404-871-4736	Uniforms	MBE	pattersonpromo@comcast.net	Yes	Unresponsive
PRESTIGE DESIGN GROUP, INC.	1246 BOULDERCREST DR., S.E.	ATLANTA	GA	30316	404-241-2211	Uniforms	FBE	elayne@prestigedesigngroup.com	Yes	Unresponsive
SAFEGUARD PRINTING & PROMOTIONAL PRODUCTS, INC.	10945 STATE BRIDGE RD, Suite 401-343	ALPHARETTA	GA	30022	770-713-8004	Uniforms	MBE	larry@safeguardmi.com	Yes	Expressed interested. Firm selected.
Tepuy Apparel Designs, Inc	502 W Forsyth St	Americus	GA	31709	229-410-5020	Uniforms	FBE	elena@tepuyactivewear.com	Yes	Unresponsive

From: [Outreach](#)
Bcc: rcs_asc@hotmail.com; darryl@abcatl.com; brownoff@bellsouth.net; christi@clinicalsolutionpharmacy.com; info@diamonddynastylogistics.com; catherine@dunwellsupply.com; gblogistix@gmail.com; interboro@frontiernet.net; djenkins@dunwoodyam.com; masscomnextk@aol.com; rhumphrey@metrorecordsmanagement.com; tدوزier@tdcsi.com; dehia@msn.com; info@tpgllc.us; info@xtrapairofhands.com; gblogistix@gmail.com; amy@coverplayard.com; pattersonpromo@comcast.net; elayne@prestigedesigngroup.com; larry@safeguardmi.com; elena@tepuyactivewear.com
Subject: Transdev Bid Opportunity!! (Fulton County) Virtual MFBE Outreach Event- Thursday, October 28th- Zoom Meeting
Date: Monday, October 25, 2021 5:00:00 PM

On behalf of **Transdev**, a leading national transit management company, Vectour Group is soliciting interest from qualified **MFBE** vendors certified by Fulton County Department of Purchasing & Contract Compliance - to submit as bid partners for the upcoming opportunity with **Fulton County!**

To learn more, we would like to cordially invite you to attend our **virtual outreach event** to discuss opportunities to perform or provide the following products or services:

- Uniforms
- Office Supplies
- Lubricants

The event will be held via Zoom video meeting.

SAVE THE DATE:
Thursday, October 28, 2021
11:00 am – 11:30 am EST

Please **RSVP** by Wednesday, October 27th at 3:00pm EST to outreach@vectourgroupp.com, to receive a Zoom meeting invite.

We look forward to seeing you there!
Best,

Reginald Haslam Jr.

Vectour Group, Inc.

outreach@vectourgroup.com



The information in this e-mail and in any attachments is confidential and may be legally privileged. It is intended solely for the addressee. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. Thank you.

Vectour Group
236 Auburn Ave., Suite 301
Atlanta, GA 30303
Tel: (404) 500-5557
Fax: (205) 637-5368

Ad Proofs

Project Name: Transdev bid opportunity - Fulton County -
Senior Transportation Services

Contract/Bid #: Senior Transportation Services

Awarding Agency: Fulton County

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 10/25/2021 @ 09:33:18 AM Pacific

Expired On: 11/03/2021 @ 11:59:59 PM Pacific

Message Notifications Sent To: rvhaslam@vectourgroup.com

Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=52803

Vectour Group

Is seeking qualified MFBE

Project Name

Transdev bid opportunity - Fulton County - Senior Transportation Services

Bid/Contract #

Senior Transportation Services

Awarding Agency

Fulton County

Project Location

Atlanta, Fulton County, GA

Bid Date

11/03/2021 at 02:00

Project Details

On behalf of Transdev, Inc., a leading national transit management company, Vectour Group is soliciting interest from qualified MFBE vendors who are currently certified by the Fulton County Department of Purchasing & Contract Compliance. Transdev and Vectour Group are looking for qualified vendors to potentially submit as bid partners to perform or provide the following services/goods in reference to the Senior Transportation Services RFP with Fulton County:

- Uniforms
- Office Supplies
- Lubricants

If your firm is interested in one of these opportunities, please email outreach@vectourgroup.com.

Thank you.

We are an equal opportunity employer. The plans and specs are available for your review at our office. Bonds will not be required from qualified subcontractors.

Get in Touch

Outreach Coordinator
Reginald Haslam

Telephone
(404) 500-5557

Fax
(205) 637-5368

Address
**236 Auburn Ave., Suite 301
Atlanta, GA 30303**

[Send a message](#)

How to get in touch

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Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)

Published On: 10/25/2021 @ 09:33:18 AM Pacific

Expired On: 11/03/2021 @ 11:59:59 PM Pacific

Published At: http://dbejournal.com/index.php?show_ad=52803&ad_project_name=Transdev+bid+opportunity+-+Fulton+County+-+Senior+Transportation+Services&co_name=Vectour+Group

Outreach Coordinator

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Contact Information

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Vectour Group is seeking qualified MFBE

Project Name

Transdev bid opportunity - Fulton County - Senior Transportation Services

Bid/Contract #

Senior Transportation Services

Awarding Agency

Fulton County

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Published On: 12/31/1969 @ 04:00:00 PM Pacific

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DBEGoodFaith.com
@dbegoodfaith

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Vectour Group is seeking MFBE in Atlanta - dbegoodfaith.com/item.php?item_...

04:00 PM - Dec 31, 1969

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

Insurance and Risk Management Provisions Transportation Services (Adults & Senior Citizens)

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)		
Bodily Injury and Property Damage Liability	Each Occurrence	\$2,000,000
(Other than Products/Completed Operations)	General Aggregate	\$3,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	\$5,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. UMBRELLA LIABILITY		
(In excess of above noted coverages)	Each Occurrence	\$2,000,000

Certificates of Insurance

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty (30) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 20110 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing & Contract Compliance
Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMETNIONED REQUIREMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Transdev Services, Inc. SIGNATURE: 

NAME: W.C. Pihl TITLE: Senior Vice President Business Development

DATE: 11/02/2021



Frankie York

Marsh USA Inc.
540 West Madison
Chicago, IL 60661
T +1 312 391 5020
frankie.york@marsh.com
www.marsh.com

October 28, 2021

Charlie Crockett
Chief Assistant Purchasing Agent
Fulton County Government
130 Peachtree Street, SW, Suite 1168
Atlanta, GA 30303-3459

RE: Request For Proposal – 21RFP000012A-CJC

To Whom It May Concern:

Please be advised that Marsh Global Risk Management is the current casualty insurance broker of record for Transdev Services, Inc. We understand that Transdev Services, Inc., is responding to the above captioned bid.

We have reviewed the insurance requirements and can confirm that Transdev Services, Inc. can satisfy the minimum coverage limits set forth.

If you have any questions, please feel free to contact me at (312) 391-5020

Sincerely,

A handwritten signature in black ink that reads "Frankie York". The signature is written in a cursive, flowing style.

Frankie York
Associate Client Executive
Marsh Global Risk Management

EXHIBIT I

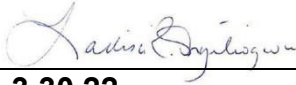
DEPARTMENT OF SENIOR SERVICES POLICY



**CLIENT RECORDS RETENTION AND CONFIDENTIALITY
STATEMENT OF POLICY AND STANDARD OPERATING PROCEDURES**

Page 1 of 4

**DEPARTMENT OF SENIOR SERVICES
FULTON COUNTY GOVERNMENT**

SUBJECT: CLIENT RECORDS RETENTION AND CONFIDENTIALITY		SOP NUMBER:	DSS 100-183-40
		REVISION DATE:	N/A
		IMPLEMENTATION DATE:	IMMEDIATELY
DIRECTOR'S SIGNATURE		AMENDS/RESCINDS:	N/A
DATE:	3.30.22	PAGES:	4

I. PURPOSE (BACKGROUND)

It is the policy of the Fulton County Department of Senior Services (DSS) that the privacy and confidentiality of client records should be protected and that all personnel, contractors, and subcontracts who are required to utilize or access such information take appropriate care to maintain such confidentiality. Accordingly, the department will protect client information, contractor data, and all other pertinent information deemed confidential. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to client records in the course of their jobs. This policy also extends to contractors and subcontractors providing services on behalf of DSS and requires contractors and subcontractors (herein after referred to as "providers") to maintain private and confidential records and referrals.

II. APPLICABILITY

This Standard Operating Procedure (SOP) is applicable to the Department of Senior Services employee(s) designated to administer contracts and interact with client records.

III. Responsibility

A. Definition of "record"

Clearly define what is meant by "record" with each new contract or project so that the appropriate documents will be governed by the policy.

Designate a business owner for each contract/subcontract that will involve confidential client information, who shall be the point of contact for

CLIENT RECORDS RETENTION AND CONFIDENTIALITY
STATEMENT OF POLICY AND STANDARD OPERATING PROCEDURES

Page 2 of 4

communicating with the contractor/subcontractor about records during the project's term and for ensuring the records have been returned or destroyed at the conclusion of the contract or project.

B. Retention schedule

Identify the retention period for each category of documents.

C. Storage and format

Coordinate records retention with the Fulton County Department of Information Technology, in accordance with Fulton County Policy and Procedure 600-48.

D. Security and privacy

Ensure the physical security of the records, whether stored in hard copy or electronically, to protect the confidentiality of client records and the privacy of the information contained in them.

Limit access to client records to those with a legitimate business need to view or use them.

For any client records that contain Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, the obligations of HIPAA and any Business Associate Agreement shall apply.

E. Retrieval of documents from contractors/subcontractors

Provide instruction in contracts with contractors/subcontractors to identify those client records that remain the property of Fulton County Department of Senior Services which are required to be destroyed by the contractor/subcontractor or returned to DSS upon completion of the contract or upon any other logical occurrence that may be reasonable depending upon the project or contract between the parties.

F. Destruction of documents

Identify, in concert with the Department of Information Technology, how records will be disposed of once retention requirements have been met. Records containing confidential, personal, or financial information should be shredded or incinerated to protect client privacy and to comply with applicable laws.

G. Consistent policy implementation and periodic audits

Record confidentiality, retention, and destruction rules and procedures must be consistently applied to ensure compliance. Periodically audit the

CLIENT RECORDS RETENTION AND CONFIDENTIALITY
STATEMENT OF POLICY AND STANDARD OPERATING PROCEDURES

Page 3 of 4

policy and practice to ensure that internal requirements are current and are being followed correctly.

IV. PROCEDURES

A. Record keeping

Client records. Providers shall maintain separate files containing all written records pertaining to the services provided for each client served, including, at a minimum, the following:

- i. Assessment and reassessment documentation, gathered through the use of instruments or inventories specified or approved by DSS;
- ii. Identifying information including the name, address, telephone number of the client/ responsible party, if applicable;
- iii. Current service agreement;
- iv. Current service plan;
- v. Documentation of tasks performed by staff;
- vi. Documentation of findings of home visits unless reflected in the service plan;
- vii. Any material reports from or about the client that relate to the care being provided, including items such as progress notes and problems reported by employees of the provider agency; communications with personal physicians or other health care providers; communications with family members or responsible parties, and the like;
- viii. The names, addresses and telephone numbers of the client's personal physicians, if any, if applicable to the service being provided;
- ix. The date of the referral;
- x. Any and all additional information requested or required by the Department.

CLIENT RECORDS RETENTION AND CONFIDENTIALITY
STATEMENT OF POLICY AND STANDARD OPERATING PROCEDURES

B. Retention and confidentiality of client records

- i. Providers shall establish and implement written policies and procedures for the maintenance and security of client records, specifying who shall supervise the maintenance of records; who shall have custody of records; to which records may be released and for what purposes.
- ii. At a minimum, providers shall retain client records for five years from the date of the last service provided; however, if the project or contract terminates before the retention period has ended and the provider is in possession of client records at such time, the provider shall promptly return all client records to DSS.
- iii. Providers shall maintain the confidentiality of client records.
- iv. Employees of the provider shall not disclose or knowingly permit the disclosure of any information in a client record except to appropriate provider staff, the client, the responsible party (if applicable), the client's physician or other health care provider, the Department of Senior Services, other individuals authorized by the client in writing, or by subpoena.

C. Records Retention by DSS

Personnel records and disclosures of PHI will be maintained for a period of ten (10) years based on the Department of Human Services retention schedule which indicates that such records are to be maintained 10 years from date of last service. Records that have been maintained for the maximum interval will be destroyed in a manner to ensure that such data are not compromised in the future in accordance with the company record destruction policy.

V. REFERENCES

- A. Fulton County Information Technology Policy 600-48
- B. OCGA 50-18-91 for records retention
- C. OCGA 10-11-1, et seq. and 10-12-1, et seq.
- D. Society for Human Resource Management