

CHATHAM AREA TRANSIT AUTHORITY RFP 2025-08, ADDENDUM NO. 1

DATE: May 2, 2025
ORIGINAL RFP NUMBER: 2025-08
PROJECT: RFP Security Services

This Addendum forms a part of the Request for Proposals 2025-08 dated, March 14, 2025. In response to received questions and updated schedule of events.

Questions posed during initial Q&A Period and CAT's Responses:

Question 1: Who are the current vendors supporting this work, including any subcontractors? how long have they held the contract?

Response 1: The Authority currently uses employees to perform this work, and there is no current contractor or subcontractor who performs any security services.

Question 2: What are the current pay / bill rates for all positions?

Response 2: Current Security Officers are paid at the rate of \$17 per hour.

Question 3: Please provide required duties for each position.

Response 3: See attachment 1 (SO Job Description).

Question 4: Please provide the current work schedule to include positions by site/post and hours per week.

Response 4: See attachment 2 (SO Shift Schedules).

Question 5: Will you please provide a copy of the current contract?

Response 5: A sample service agreement is attached.

Question 6: Please list all equipment the new security provider will need to provide to include description and quantity needed (e.g., PPE, radios, cell phones, flashlights, etc.).

Response 6: Required equipment may include proper uniforms, vehicles (for mobile security), flashlights, chemical agents, electroshock devices, notebooks, pens, and radios. The contractor will be responsible for providing training for any self-defense options, and will submit such documentation to the Authority. Contractor does not need to purchase one radio per Security Officer, but should instead have enough radios available on site to ensure that all on-duty Security Officers are accessible by radio. At least one of contractor's employees per shift per site should be accessible by phone, but contractor is not required to purchase phones. Additional

equipment may include approved chemical agents or electroshock devices, subject to a determination of need by the Authority.

Question 7: Do any positions require specialty uniform safety items (such as vests or hard hats in construction areas) and/or other high-visibility uniform items?

Response 7: Security Officers assigned to a vehicle should be equipped with a safety vest for visibility when near moving vehicles. The Authority is currently examining a possible policy which would require all employees and contractors to wear safety vests when in the vicinity of vehicles, which would require all contracted personnel to be equipped with a safety vest. The Authority has no requirements for hard hats.

Question 8: Are any of the security staff or locations subject to a collective bargaining agreement or security union activity such as SEIU? If so, can you please tell us which site locations, the union they are represented by, and provide a copy of the agreement?

Response 8: The Authority's current security staff is not subject to any collective bargaining agreement.

Question 9: We would like to understand how much emergency or as-needed services are requested. Over the past year, how many hours have been requested each month by location? What is the typical notice given?

Response 9: Because the Authority uses employees to perform security services, emergency or as-needed services are not tracked as such. As a rough estimate, however, there may be an average of one additional eight-hour shift each month when security is requested for a special event or in response to a perceived increase in security risk.

Question 10: What security concerns are you trying to address with this contract?

Response 10: The Chatham Area Transit Authority has identified several areas of concern which it hopes to address more comprehensively through this contract. Routine security concerns include passengers or members of the public who fail to follow the Authority's passenger policies while utilizing services or amenities, particularly when such failure results in conflict with the Authority's employees or other passengers. Common violations include loitering, improper smoking and drinking, or general disruptiveness. Less common violations include criminal activity such as theft, illicit use of controlled substances, and assault. In addition to security concerns for public services, the Authority also seeks to provide additional access control measures for its administrative facilities.

Question 11: What percent of incumbent personnel would you like to retain? Do the incumbent personnel meet the statement of work qualification standards by role (e.g., age,

education, experience, training, certifications)? If not, please provide information regarding waiver policies.

Response 11: The Authority would like to retain all current personnel with satisfactory performance in their current positions. Currently, this amounts to 100% of current employees, roughly 50% of budgeted positions, and approximately 7 personnel total. These figures and percentages are unlikely to change significantly prior to the anticipated start of the contract.

Question 12: For sites where only one officer is on post, what is the current practice regarding break coverage (e.g., supervisors, flex pool, etc.)? Are any posts self-relieving for breaks and meal periods?

Response 12: The Authority's current policy is to allow one 30-minute break for every eight hours worked to all Security Officers regardless of posting. All Security Officers are required to be able to respond back to their post within five minutes of a call while on break. There is currently no special procedure for posts with only a single Security Officer, but it is advantageous if the contractor presents a means to ensure continuous coverage, provided that it is at no additional cost to the Authority.

Question 13: Please provide a sample of the contract that will be used for this bid.

Response 13: We will provide the service contract with the bid winner.

Question 14: Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?

Response 14: While there is no current contract, the Authority is looking to explore options for additional coverage under the new contract. Whether the current coverage levels are maintained or expanded under the new contract will depend on a final evaluation of the cost to the Authority in comparison to the expected additional security benefit.

Question 15: Will you allow for any exceptions to be made to this contract?

Response 15: No exceptions will be made to the contract as executed; however, the Authority is open to discussing specific provisions of the contract prior to execution if needed.

Question 16: We understand it is CAT's intent to provide notice of award on June 24, 2025. To assist with implementation planning, what are the expected start and end dates for this contract?

Response 16: The Authority would like to proceed with the contract as soon as possible after the award date, subject to the contractor's reasonable timeline for initial deliverables,

staffing or recruitment, et cetera, but no earlier than July 1, 2025, the start of the Authority's fiscal year, when budgeted funds will be available for the contract.

Question 17: Is there a preferred de-escalation training? If yes, which provider?

Response 17: The Authority currently has no preferred de-escalation training, but reserves the right to review the contractor's Training Plan as specified in the scope of work and request changes as needed.

Question 18: Would CAT be willing to receive proposal responses via email instead of hard copies?

Response 18: Electronic format portion of the proposal could be a flash drive or email, still need to receive the three copies of the proposal.

Question 19: Is this project fully funded by the Tribal Transportation Program (TTP) (and therefore not applicable to some of the programs/policies listed in the document, such as DBE requirement)?

Response 19: No tribal Transportation program applies to this project.

Question 20: Are there any federal government construction funds involved with this contract? Are the construction hours Davis-Bacon waged? Do the security officers assigned to the construction area require the same badges/access levels as personnel assigned to permanent locations? Are the construction security hours delivered under a separate and direct contract with the general contractor?

Response 20: No there is no federal funding involved with this contract.

Question 21: As the Evaluation Criteria shows 10% assigned to DBE participation, what is the defined DBE contract goal for work under this contract? Is vendor allowed to self-perform? Are the participation goals based on revenue or hours? Can these goals be satisfied using Tier II providers?

Response 21: A 10 % is the requested participation, as contractor or subcontractor.

Question 22: Where can vendors find a list of DBEs certified to subcontract for this work?

Response 22: City of Savannah: <https://www.savannahga.gov/3088/DBE-Data>
GDOT: <https://gdotbiext.dot.ga.gov/ext-bi/saw.dll?dashboard>

Question 23: Will Chatham Transit Authority be providing a pricing form to be completed by bidders, so that there can be a direct comparison of vendors' bids? For example, some vendors may bill items that others include in a fully-loaded rate.

Response 23: No, all proposals should present the hourly rates for the services and additional charges.

Question 24: How many vehicles are required to perform the services for the mobile posts?

Response 24: While the number of vehicles will vary based on the coverage decided upon by the Authority and the contractor in the staffing plan, the Authority expects to need no less than two and not more than four vehicles to provide the requested services.

Question 25: Are vehicles separately billable or to be included in the hourly bill rates?

Response 25: The unit or units should be included monthly rates and based if the vehicle would be available on exclusive basis or shares with other companies being services.

Question 26: How frequently has CAT requested Armed Personnel? Would CAT like vendors to provide rates for armed personnel and/or supervisors with this submittal or will that be agreed upon at a later date?

Response 26: The Authority has never previously requested armed personnel, but would like rates provided for armed personnel in the event of future requests. Such requests would be made when the Authority perceives substantial increased risk. Annually, such requests are most likely to be made for St. Patrick's Day. On an as-needed basis, such requests are unlikely, but could be made when deemed necessary by the Authority, such as a string of severe criminal violations or a credible threat of violence against the Authority, its employees, or its patrons. Such requests are typically very urgent but highly infrequent.

Question 27: What is the budget and/or estimated annual value of this contract?

Response 27: This is an item that is included on CAT annual operating budget. As the security services were not included on FY2025 it was included on FY 2023 and 2024 both published on our website under the transparency tab.

Question 28: Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

Response 28: No.

Question 29: Would you be willing to specify required or desired minimum wages by position and location?

Response 29: The Authority declines to specify required or desired minimum wages, but expects wages to be competitive enough to maintain adequate personnel who possess the experience and qualifications to perform duties under the contract.

Question 30: Are there any sites that require additional costs, such as paying for parking, parking passes, badges, etc.? If so, please provide details for those costs.

Response 30: While there are sites with special parking requirements and/or paid parking, the Authority has agreements with owners of those parking spaces and will provide passes to the contractor's employees at no cost. However, reimbursement costs may apply in the event that the contractor fails to secure and return passes as required.

Question 31: Are there any bonding requirements associated with this bid process or contract (e.g., bid bond, performance bond, other)? If so, in what amount(s) or percentage(s)?

Response 31: Bonds are not required with this proposal, but not rejected and a bond does not eliminate the insurance requirements

Question 32: Can the government clarify the meaning of "best value"? Will this opportunity be a lowest cost and technically acceptable award?

Response 32: Victor (Prefer clarification that "best value" includes weighing quality and responsiveness of services, experience and competence of vendor, etc against cost and deciding accordingly)

Question 33: Can the government provide information on the current training program including hours of training for initial and refresher training?

Response 33: The Authority currently requires that new Security Officers receive 24 hours of initial classroom training, 16 hours of hands-on training with a supervisor, and 40 hours of hands-on training with an experienced Security Officer with good performance evaluations. The Authority further requires that a new Security Officer receives a satisfactory performance evaluation from a supervisor prior to formally exiting training. The Authority performs refresher training for all Security Officers every six months, which can be of variable length depending on the set of topics chosen. Refresher training is also individually scheduled when deemed appropriate following a policy violation, and this type of training is usually 8-24 hours depending on the needs of the employee. Please note that the Authority is exempt from certain state laws governing the training of Security Officers, and the requirements that the contractor is subject to may vary from the Authority's current training program. Current training requirements do not in any way waive the training requirements which are presented in the scope of work.

Question 34: Can the government confirm the equipment that is required for security officers?
Are the posts armed and/or unarmed?

Response 34: All posts are unarmed unless specifically requested by the Authority, and such requests are likely only in very rare circumstances. Required equipment may include proper uniforms, vehicles (for mobile security), flashlights, chemical agents, electroshock devices, notebooks, pens, and radios. The contractor will be responsible for providing training for any self-defense options, and will submit such documentation to the Authority.

Question 35: Please confirm the number of vehicles that are required for service on this effort. In the “Option for Authority Employees” section, the term “just prior” to the effective date is listed, can the government quantify “just prior” in a duration of days prior to the effective date?

Response 35: On review, the Authority has found that “just prior” is not intended to add any additional meaning in this context. An Authority employee who performs security services and wishes to continue as an employee of the contractor must be continuously employed by the Authority, with satisfactory performance, up until performance of security services is transferred to the contractor. For example, an employee who resigns or is terminated on the day (or minute) prior to the execution of the contract would not then be entitled to continue employment with the contractor under this provision (although the contractor may still choose to hire that employee, through its own process, provided that they are still qualified under the terms of this contract).

Question 36: Can the authority please confirm the service hours on a per week and per location basis?

Response 36: These details cannot be stated with certainty at this time and will be contingent upon review of the anticipated costs. However, service hours are not likely to be less than 560 nor more than 720 weekly. These figures are purely for the contractor’s convenience in anticipating needs, and do not necessarily represent the amount of coverage that will ultimately be required, which may be less or more. The attached security shift schedule lists shift work for currently budgeted positions by assigned location.

Question 37: Can the authority please confirm if there is a DBE inclusion goal or requirement for this contract?

Response 37: It is not a requirement, (not disqualifying) however is considered as a percentage of the evaluation.

Question 38: Is this opportunity a re-compete or a new opportunity?

Response 38: New opportunity.

Question 39: If a re-compete, who is the incumbent, and can the authority provide current pay and or bill rates?

Response 39: Not applicable.

Question 40: Can the authority please confirm if there is a prevailing wage requirement and or if health and wealth fare must be included for employees assigned to this contract?

Response 40: All Federal and State laws apply.

Question 41: Please confirm how, and in what manner, the authority would like to receive the costing detail?

Response 41: The calculation is preferable to be submitted based on the hourly rate and an estimated cost based on the monthly hours.

Question 42: Is there a wish to receive one, fully encumbered rate?

Response 42: The calculation is preferable to be submitted based on the hourly rate and an estimated cost based on the monthly hours.

Question 43: Can proposers enter costing with separate contract line items burdened for individual costs? i.e. a fully encumbered vehicle as a separate CLIN?

Response 43: yes, a per hour service for security guards, supervisors etc.

Question 44: Total Weekly Hours: Could you please specify the total number of security service hours by position that are required per week for this contract?

Response 44: These details cannot be stated with certainty at this time and will be contingent upon review of the anticipated costs. However, service hours are not likely to be less than 560 nor more than 720 weekly. These figures are purely for the contractor's convenience in anticipating needs, and do not necessarily represent the amount of coverage that will ultimately be required, which may be less or more. The attached security shift schedule lists shift work for currently budgeted positions by assigned location.

- Question 45: Shift Details: Are there specific shift schedules (e.g., day, evening, overnight) and durations that we should be aware of?
- Response 45: Currently, most shifts are scheduled from either 6:00-14:00, 14:00-22:00, or 22:00-6:00. Some shifts may be scheduled for different times based on the needs of the location. The attached security shift schedule lists current shift times in greater detail. These shift times are not necessarily required, and any structure which achieves an equivalent or greater amount of coverage should be acceptable.
- Question 46: Post Orders: Will CAT provide detailed post orders or standard operating procedures for each location?
- Response 46: The post orders and standard operating procedures are included as an initial deliverable for the contractor. The Authority can provide current policies and procedures as a general reference point during that process.
- Question 47: Special Events: Are there anticipated special events or peak periods that would require additional security personnel beyond the regular staffing levels?
- Response 47: In general, no. However, St. Patrick's Day and Independence Day will require substantial additional personnel in an amount that is determined annually during planning of special service.
- Question 48: Performance Metrics: What key performance indicators (KPIs) or service level agreements (SLAs) will be used to evaluate the contractor's performance?
- Response 48: The evaluation will be conducted following the contract proposal and requirements of RFP based on what the request for proposal indicated.
- Question 49: Transition Period: If there is an incumbent provider, will there be a transition period, and what support will be provided during this time?
- Response 49: There is no incumbent provider.
- Question 50: Billing and Invoicing: Could you clarify the invoicing process and payment terms associated with this contract?
- Response 50: The invoice could be weekly, bi-weekly or monthly
- Question 51: Intent to bid: Is there a formal process to express our intent to bid, or is it open to all qualified vendors?
- Response 51: The bid is open to all qualified vendors.
- Question 52: Who are the present vendors?
- Response 52: No present vendors provide this service for the Authority. All security services are currently performed by the Authority's employees.

Question 53: How many vendors will be awarded as a result of this solicitation?

Response 53: The Authority intends to award no more than one vendor as a result of this solicitation.

Question 54: What are the current billable hourly rates or percentage mark-up rates?

Response 54: Not applicable.

Question 55: What were the hourly bill rates or percentage mark-up rates at the time of award?

Response 55: Not applicable, as the services were not provided this fiscal year.

Question 56: How much was spent (dollar value) on this service last year?

Response 56: While this information is available, it is only tangentially related to the expected value of the contract. As the services were not included in the current fiscal year 2025. Please visit our website and review our operating budget for the fiscal year 2023 and 2024

Question 57: How much is intended to be spent (dollar value) once the contract is awarded?

Response 57: This is an item that is included in CAT annual operating budget. As the security services were not included on FY2025 it was included on FY 2023 and 2024 both published on our website under the transparency tab.

Question 58: How many employees currently work under (or will be anticipated to work under) this contract?

Response 58: While there is no current contract, the number of budgeted positions for employees whose job duties primarily involve security functions is currently 15.

2025-08 Updated Schedule of Events

<u>EVENT</u>	<u>DATE</u>
RFP Issued and Advertised	March 14, 2025
Vendor Inquiry Deadline	April 18, 2025
RFP Submission Deadline	June 13, 2025, 2:00 p.m. EST
Evaluation Committee's Recommendation To Board of Directors	July 22, 2025
Notification of Award to Proposer	July 23, 2025

END OF ADDENDUM NO. 1



CAREER OPPORTUNITY

SECURITY OFFICER

Department: Safety, Security & Risk
Status/FLSA: Full-time / Non-Exempt
Work Schedule: Variable

Reports to: Safety, Security & Risk Manager
Salary Range: \$17/hour
Benefits: Excellent benefits package

SUMMARY

Under the direction of the Safety, Security & Risk Manager and Security Supervisor, works to ensure the security of CAT employees, facilities, and vehicles by patrolling designated areas, monitoring surveillance cameras, controlling facility access, enforcing CAT policies, and responding to security occurrences. Works with community partners to coordinate effective response and provide resources to those in need.

ESSENTIAL JOB FUNCTION:

- Provides security presence for CAT services, including at the Intermodal Transit Center, the Operations & Maintenance Facility, and the Savannah Belles Ferry.
- Patrols CAT facilities and routes on foot or in a vehicle, monitors surveillance cameras, and reports any unusual activity or conditions that might affect security and safety.
- Shows exceptional customer service skills and uses appropriate conflict management and de-escalation techniques to ensure that all situations are resolved safely.
- Communicates effectively and professionally with other CAT personnel in person and via telephone and radio.
- Prepares clear, concise written reports using CAT-provided forms in order to ensure thorough documentation of events occurring on shift.
- Develops thorough knowledge of all CAT practices and procedures related to security, incident handling, emergency situations, etc. and attends mandatory refresher training sessions.
- Verifies credentials of CAT employees to ensure that only authorized personnel access controlled areas.
- Escorts visitors and contractors on CAT property as necessary.
- Occasionally provide security presence on public transit vehicles in order to ensure the safety of CAT's passengers and operators, or respond to unusual occurrences on transit routes.
- Develops familiarity with CAT policies and ensures that all members of the public follow these policies to keep public spaces clean, safe, and secure.
- Develops basic familiarity with CAT services in order to provide assistance to the public.
- Supports the broader mission of the department to ensure the safety and security of CAT employees, customers, and the people of Chatham County.
- Exhibits a high degree of integrity, good judgment, and independence in ensuring that active situations are effectively resolved.
- Coordinates closely with law enforcement and other community partner agencies.
- Performs other duties as assigned.

EDUCATION AND EXPERIENCE: The successful candidate will possess a high school diploma and at least one year of previous experience in security, law enforcement, loss prevention, or a related field. Experience in a high-activity environment involving significant interaction with the public is preferred.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

KNOWLEDGE, SKILLS & ABILITIES:

- Ability to learn and apply CAT policies and procedures consistently and prudently.
- Ability to effectively use conflict management and de-escalation techniques.
- Ability to perform job duties efficiently and calmly under pressure.
- Ability to deliver excellent customer service and address members of the public with sensitivity and patience.
- Excellent spoken and written communication skills.
- Ability to maintain confidentiality of security-sensitive information.
- Ability to sit, stand, and walk for long periods without losing focus.
- Ability to uphold the CAT Security core values of professionalism, teamwork, integrity, fairness, and compassion.
- Must have open availability to work according to assigned schedule, including days, nights, weekends, or holidays. May occasionally be required to work overtime during special events or to ensure coverage.
- Ability to work well both independently and as part of a team.
- Ability to work successfully with different personality types.

OTHER REQUIREMENTS: An offer of employment will be conditional on the results of a background check, motor vehicle record review, and pre-employment drug screen. This position requires a valid driver's license. This position is subject to non-DOT drug and alcohol testing.

DISCLAIMER STATEMENT: The above statements are intended to describe the general nature and level of work performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required of personnel so qualified. This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship.

EXTERNAL APPLICANTS - APPLY ONLINE at www.catchacat.org and click on the Careers link to complete the application process for the position.

INTERNAL APPLICANTS - APPLY ONLINE through the Employee Self Service and login with your credentials to complete the application process.

**EOE M/F/D/V
A drug-free workplace**

	SUN	MON	TUE	WED	THU	FRI	SAT
SUPERVISOR	RDO	SUPERVISOR 9:00-18:00	SUPERVISOR 9:00-18:00	SUPERVISOR 9:00-18:00	SUPERVISOR 9:00-18:00	SUPERVISOR 9:00-18:00	RDO
OFFICER 1	RDO	ITC SHIFT 1 6:00-14:00	ITC SHIFT 1 6:00-14:00	ITC SHIFT 1 6:00-14:00	ITC SHIFT 1 6:00-14:00	ITC SHIFT 1 6:00-14:00	RDO
OFFICER 2	RDO	ITC SHIFT 2 14:00-22:00	ITC SHIFT 2 14:00-22:00	ITC SHIFT 2 14:00-22:00	ITC SHIFT 2 14:00-22:00	ITC SHIFT 2 14:00-22:00	RDO
OFFICER 3	RDO	RDO	ITC SHIFT 1 6:00-14:00	ITC SHIFT 1 6:00-14:00	ITC SHIFT 1 6:00-14:00	ITC SHIFT 1 6:00-14:00	ITC SHIFT 1 6:00-14:00
OFFICER 4	RDO	RDO	ITC SHIFT 2 14:00-22:00	ITC SHIFT 2 14:00-22:00	ITC SHIFT 2 14:00-22:00	ITC SHIFT 2 14:00-22:00	ITC SHIFT 2 14:00-22:00
OFFICER 5	RDO	ITC SHIFT 3 22:00-6:00	ITC SHIFT 3 22:00-6:00	ITC SHIFT 3 22:00-6:00	ITC SHIFT 3 22:00-6:00	ITC SHIFT 3 22:00-6:00	RDO
OFFICER 6	RDO	OMF SHIFT 1 4:30-12:30	OMF SHIFT 1 4:30-12:30	OMF SHIFT 1 4:30-12:30	OMF SHIFT 1 4:30-12:30	OMF SHIFT 1 4:30-12:30	RDO
OFFICER 7	RDO	OMF SHIFT 2 14:30-22:30	OMF SHIFT 2 14:30-22:30	OMF SHIFT 2 14:30-22:30	OMF SHIFT 2 14:30-22:30	OMF SHIFT 2 14:30-22:30	RDO
OFFICER 8		MOB SHIFT 1 6:00-14:00	MOB SHIFT 1 6:00-14:00	MOB SHIFT 1 6:00-14:00	MOB SHIFT 1 6:00-14:00	MOB SHIFT 1 6:00-14:00	
OFFICER 9	RDO	MOB SHIFT 2 14:00-22:00	MOB SHIFT 2 14:00-22:00	MOB SHIFT 2 14:00-22:00	MOB SHIFT 2 14:00-22:00	MOB SHIFT 2 14:00-22:00	RDO
OFFICER 10	MARINE 14:30-22:30	RDO	RDO	MARINE 14:30-22:30	MARINE 14:30-22:30	MARINE 14:30-22:30	MARINE 14:30-22:30
OFFICER 11	MARINE 14:30-22:30	MARINE 14:30-22:30	MARINE 14:30-22:30	RDO	RDO	MARINE 14:30-22:30	MARINE 14:30-22:30
OFFICER 12	ITC SHIFT 1/2 6:00-22:00	ITC SHIFT 2 14:00-22:00	SUPPORT / BOD 10:00-18:00	SUPPORT 12:00-20:00	RDO	RDO	RDO
OFFICER 13	ITC SHIFT 1/2 6:00-22:00	ITC SHIFT 1 6:00-14:00	RDO	RDO	RDO	SUPPORT 12:00-20:00	ITC SHIFT 1 6:00-14:00
OFFICER 14	ITC SHIFT 3 22:00-6:00	RDO	RDO	RDO	SUPPORT 12:00-20:00	ITC SHIFT 2 14:00-22:00	ITC SHIFT 2/3 14:00-6:00

SERVICE AGREEMENT

BETWEEN

**CHATHAM AREA TRANSIT AUTHORITY
AND**

Click here to enter text.

This Service Agreement (“Agreement”) is made and entered into as of the Effective Date of Click here to enter a date., hereinafter set out by and between Chatham Area Transit Authority, (hereinafter “CAT” or “Authority”), located at 900 E. Gwinnett Street, Savannah, Georgia 31401 and Click here to enter text. (hereinafter “Contractor”), located at Click here to enter text..

RECITALS

WHEREAS, Contractor desires to perform certain services for CAT, on an independent Contractor basis as set forth in this Agreement, and CAT desires to have Contractor perform said services.

NOW, THEREFORE, the parties mutually agree as follows:

I. STATEMENT OF WORK

1.0 Contractor agrees to perform the services identified in the Scope of Services, attached hereto as Exhibit A.

II. AGREEMENT TERM

2.0 The term of this Agreement will be for **XX** years. This Agreement shall commence on: Click here to enter a date. and end on: Click here to enter a date..

III. COMPENSATION

3.0. Contractor will provide Enter description of goods or service. for a monthly fee of \$Click here to enter text.. During the term of this Agreement, Contractor shall not inflate its pricing, for any goods or services provided to CAT. Violation of this provision by the Contractor shall constitute a material breach of this Agreement

-OR-

Contractor will submit Payment Requests to CAT in accordance with the Price List, attached as Exhibit B. The Price List cannot be modified except by written agreement of the parties. Violation of this provision by the Contractor shall constitute a material breach of this Agreement. OR The price list is subject to an annual adjustment of ____ during the duration of this Agreement, ^which represents the average Consumer Price Index for All Urban Consumers

(CPI-U) for the available previous three years during the duration of this Agreement. . Such adjustment shall occur on the anniversary of the Effective Date for the duration of this Agreement. **[If using average CPI-U print off data confirming average CPI-U and save it in file.

IV. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES/GUARANTEES

4.0 Contractor represents and guarantees that: it is a corporation duly organized, validly existing, and in good standing under the laws of its state of domicile, and has full corporate power and authority to execute, deliver and perform its obligations under this Agreement, the instruments attached hereto, and any other agreements and instruments contemplated by this Agreement. Contractor has all requisite corporate power and authority to own its properties, inventory, equipment, and assets, including the work (as defined herein), and to conduct its business as now conducted. Contractor is qualified to do business in all jurisdictions where it is required to do so and has all necessary permits and authorizations required to carry out Contractor's business.

V. TAXES

5.0 CAT shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to CAT.

VI. ASSUMPTION OF RISK

6.0 Contractor expressly and voluntarily assumes all risks to persons (including but not limited to death, personal injury and disease) and risks of loss or damage to property to which Contractor, its employees, subcontractor, and their employees, and/or any of their property is or may be exposed while being in or on CAT's Premises, except that Contractor makes no assumption of risk to persons or property actually and proximately caused by the sole negligence of CAT in areas or premises designated for Contractor access.

VII. TERMINATION

7.0 Chatham Area Transit Authority may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in CAT's best interest. The Contractor shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CAT. If the Contractor has any property in its possession belonging to CAT, the Contractor will account for the same, and dispose of it in the manner CAT directs.

7.1 If the Contractor does not deliver goods in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, CAT may terminate this contract for default. Termination shall be effected by serving a written notice of termination on the Contractor setting forth the manner in which the Contractor is in

default. The Contractor shall promptly submit its termination claim to CAT for payment. The Contractor will only be paid the contract price for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

VIII. NON-WAIVER

8.0 No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

IX. INSURANCE

9.0 Contractor shall maintain Commercial General/Professional Liability insurance covering all operations by or on behalf of Contractor arising out of or connected with this Agreement providing insurance for bodily injury, property damage, personal injury and advertising injury, with limits of not less than \$1,000,000.

X. GRATUITIES AND KICKBACKS

10.0 It shall be a breach of ethical standards, and this Agreement, for any person to offer, give or agree to give any employee or former employee of CAT, or for any employee or former employee of CAT to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request.

XI. INDEMNIFICATION

11.0 Contractor shall indemnify, defend, and hold harmless CAT and its officers, directors, and employees from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from any negligent act of Contractor.

XII. NOTICES

12.0 All notices, requests, demands or other communications hereunder shall be in writing and be delivered to the parties as stated below.

Notices to CAT: Chatham Area Transit CAT
Attn: Executive Director
900 East Gwinnett Street
Savannah, GA 31401

Notices to Contractor: ^

12.1 Written communications shall make reference to this Agreement and shall be mailed to the above address. Notices required or permitted under this Agreement shall be deemed delivered upon hand delivery to Contractor or Contractor's designated representative, or to CAT's Contracting Officer or CAT's Representative, as the case may be, or upon deposit of the same in either U.S. Certified Mail – Return Receipt Requested or recognized express courier or delivery service, properly addressed to Contractor, or to CAT's Contracting Officer, as the case may be.

XIII. MISCELLANEOUS

13.0 This Agreement shall be governed by, enforced and interpreted in accordance with the laws of the State of Georgia, without regard to laws concerning conflict or choice of laws.

13.1 Any action between the parties arising from this Contract shall be maintained in the courts of competent jurisdiction of Chatham County, Georgia.

13.2 Unless specifically provided otherwise in this Agreement no amendment, modification, termination or attempted waiver shall be valid unless it is in writing and signed by the parties hereto.

13.3 This Agreement and the instruments attached hereto set forth the entire agreement between the parties with respect to the subject matters thereof, as they existed at the date of this Agreement, and it is agreed and distinctly understood that all previous communications and negotiations between the parties, whether verbal or written, not contained herein or in the instruments attached hereto or incorporated herein are hereby merged into this Agreement and thereby annulled.

13.4 Contractor shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of Contractor and shall obtain any permits or licenses necessary for its operations. Contractor shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on CAT.

13.5 The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.

13.6 This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

13.7 CAT is a recipient of federal grant monies. As such, agencies receiving such funds and Contractors awarded Agreements that use such funds must comply with certain Federal certifications and clause requirements. The applicable Federal certifications and clauses to this Agreement are attached hereto as Exhibit C.–**ONLY IF NEEDED**

13.8 Contractor represents and guarantees that notice will be provided to CAT by Contractor of a current or prospective legal matter that may affect the Federal Government within five (5) business days of its emergence. This notice requirement flows-down to all lower tiers of procurement transactions.

XIV. ATTORNEY FEES

14.0 Contractor agrees that, in the event either party takes legal action to enforce any provision of the Agreement, or to obtain a remedy for any breach of this Agreement, and in the event CAT prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs and reasonable attorney fees and expenses for CAT.

XV. SEVERABILITY

15.0 Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement, which shall be enforced to the maximum extent valid and enforceable.

XVI. CONTRACTING OFFICER

16.0 CAT's Contracting Officer is the individual with the delegated authority to administer this Agreement on behalf of CAT. The Contracting Officer is solely responsible for authorizing services by issuing written orders, and for making any changes to the scope of services, schedule or other Agreement terms and conditions by written Agreement Modification. No oral representations of any nature form the basis of or may amend this Agreement.

16.1 The Contracting Officer may delegate certain specific responsibilities to the authorized CAT Representative.

16.2 This Agreement will be administered by:

For CAT: Victor Colon
900 E. Gwinnett St.
Savannah, GA 31401
912-651-0453
victor.colon@catchacat.org

For Contractor: ^

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

Click here to Contractor's name.

By Its: _____
Title

Sign Name

Printed Name

Date

State of _____
County of _____

Signed and sworn to before me on _____, 20____
by _____ the _____ of Contractor and
duly authorized to execute this instrument on Contractor's behalf.

Notary Public

My Commission Expires

CHATHAM AREA TRANSIT AUTHORITY

By Its: _____
Title

Sign Name

Printed Name

Date

State of _____
County of _____

Signed and sworn to before me on _____, 20____
by _____ the _____ of Contractor and
duly authorized to execute this instrument on Contractor's behalf.

Notary Public

My Commission Expires

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
PRICE LIST**

EXHIBIT C

Federal Regulatory Requirements

*******USE PROCUREMENT PRO TO GENERATE CLAUSES *******

*******INCLUDE FEDERAL CLAUSE ONLY IF AGREEMENT MEETS FEDERAL
TYPE AND AMOUNT REQUIREMENTS*******