Print Form

Augusta
G E O R G I A

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: _____ Rhythm Engineering _____   E-Verify Number: _____ 238686 _____

Commodity: _____ New Detection System _____

Estimated annual expenditure for the above commodity or service: $ _____ 50,103.00 _____

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

_____ X _____   1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

_____   2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

_____ X _____   3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

_____   4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

_____ X _____   5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____   6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.
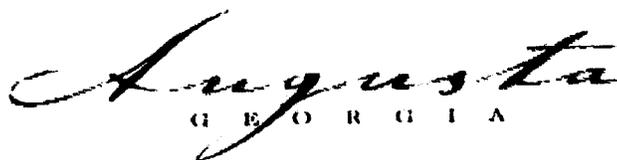
Name: _____ Hameed Malik _____   Department: _____ AE&ESD _____   Date: _3/5/26_

Department Head Signature: _____   Date: _____

Approval Authority: _Andy Prickww_   Date: _3/13/26_

Administrator Approval: (required – not required) _____   Date: _____

COMMENTS:

Rev. 09/10/12

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
Marques Jacobs, Traffic Operations Manager

MEMORANDUM

TO: Andy Penick –Procurement Director

FROM: Hameed Malik, P.E., Ph D., Engineering Director

DATE: March 9, 2026

SUBJECT: Rhythm Engineering Radar Unit Repair

Rhythm Engineering is the industry-standard provider of adaptive traffic control systems nationwide. They are the sole manufacturer and authorized service provider for the In-Sync Adaptive Traffic Control System, which is used extensively throughout Augusta, Richmond County, and the entire CSRA. As the exclusive provider, any In-Sync equipment requiring repair or replacement must be serviced directly by Rhythm Engineering.

This solution will enable the Augusta Engineering Department's Traffic Engineering Division to continue operating the existing adaptive signal timing system that has been in place for over a decade. The system maximizes the efficiency of current signal infrastructure to support the safe and reliable movement of traffic throughout the Augusta area.

Rhythm Engineering is headquartered in Lenexa, Kansas, and serves customers across the United States. Funding for this initiative is available through SPLOST 7 Fort Gordon Gate Operation Enhancement.

MJ/SR

cc: File

Augusta Engineering Administration
452 Walker St, Suite 110 - Augusta, Georgia 30901
Phone: (706) 796-5040 - Fax: (706) 796-5045
www.augustaga.gov

Quotation / Offer

This Quotation constitutes an offer by Rhythm to enter into a purchase contract. Client's acceptance of the unaltered terms of this offer, signified by Client's signature affixed to this offer, shall create a binding contract between Rhythm and Client. As is the case with any contract, neither party may modify the terms of this contract except by a writing signed by both Rhythm and Client. Unless signed by both Rhythm and Client, a writing or other document prepared or delivered after the creation of this contract shall be of no force or effect. The General Conditions are an integral part of Rhythm's Quotation / Offer.

Agency & Project

Augusta, GA

Cyber Way & Gordon Hwy

Quote Addressed To

Kenny Mass

USA

Quote Information

Company Address	14019 W 95th St Lenexa, KS, Kansas 66215 USA	Created Date	2/24/2026
		Expiration Date	8/24/2026
		Opportunity Number	027154
Phone	(913) 227-0603		
Prepared By	Richard Cole		
Email	richard.cole@rhythmtraffic.com		

Quote Line Items

Product	Product Description	Quantity	Sales Price	Total Price
In|Sync Adaptive System	In|Sync System - includes processor, cabinet integration, and configuration services.	1.00	$27,000.00	$27,000.00
Optical+ Detection Kit	Bosch Enclosure w/Hanwha Camera	3.00	$3,000.00	$9,000.00
Pedestrian Integration	Integrates Pedestrian Operations. Includes hardware (Intercept Module) for SDLC integration.	1.00	$5,400.00	$5,400.00
DIN Relay IV	Digitial-Loggers Ethernet DIN Relay IV	1.00	$378.00	$378.00
Shipping & Handling	FOB Lenexa	1.00	$325.00	$325.00
Onsite Deployment Services		1.00	$8,000.00	$8,000.00

Subtotal	$50,103.00
Total Price	$50,103.00
Grand Total	$50,103.00

General Conditions

Rhythm Engineering will be responsible for the following tasks:

1. Provide materials per the approved Quotation and subsequent Purchase Order.

2. Provide specifications for materials to be supplied by Client: wires, connectors, and specialized installation tools as well as camera mounting hardware, if needed.

3. Once VPN access is provided to the entire In|Sync system, provide remote support to Client during the installation process. Provide Camera placement guidance.

4. Provide on-site classroom and hands-on training to Client (if purchased), or their designee, for installation procedures of the In|Sync equipment. This includes at a minimum: desired camera views, drawing detection zones and segments, connection of Ethernet cables, mounting of In|Sync processor(s) and site equipment panel in the traffic cabinet, connection details of cables, connection of the pedestrian intercept feature, placing and cabling of detector-cards in the detector card rack (if applicable), monitor mounting and connections, and local processor accessibility.

5. Provide training for Client traffic engineering staff in the system parameters configuration, maintenance, and operation of In|Sync.

6. Consult with Client traffic engineering staff to define the operating parameters for initial system operation, including but not limited to: allowed movements, desired progression routes, travel times, phasing, amber times, all-red times, pedestrian walk and flashing don't walk times, traffic counts, traffic patterns, and any unique requirements that the Client may want to allow for during certain time of day scenarios, etc.

7. Provide camera placement guidance and documentation.

8. Perform the on-site(if purchased) integration of the In|Sync adaptive system, including verification of camera views, working with the Client to make any adjustments needed and loading of the predefined software image into the processor. The Rhythm Engineering team will work both on-site(if purchased) and remotely to bring online each In|Sync system. The adaptive system will work "out of the box", but Rhythm Engineering will take time to monitor and modify the adaptive parameters remotely over a period of approximately one to two weeks after the activation of the arterial in order to maximize the performance of In|Sync.

9. Project Manage the entire scope of Rhythm Engineering's responsibilities as listed above and provide updates to the Client as necessary throughout the duration of the project.

Client will be responsible for the following tasks:

1. Attend External Kickoff meeting to establish the timeline and expectations of the project. Maintain communication and provide any updates or changes to the established timeline to Rhythm Engineering

2. Attend remote technical/installation meeting to establish installation requirements of the project if not previously done on other Rhythm Engineering technology deployments. Review any questions related to installation and hardware.

3. Provide IP addresses (10/intersection) for programming prior to shipping.

4. Verify that all components are accounted for within 30 days of receiving from Rhythm Engineering. If anything is missing notify Rhythm Engineering immediately.

5. Order and provide shielded/outdoor-rated Category 6, direct burial, shielded, 4x twisted pair, 23 AWG solid copper, or better Ethernet Cable and wires, connectors, and specialized installation tools as well as mounting hardware (if applicable) per Rhythm Engineering specifications. Suitable brands include Belden 7953A or Primus Cable C6CMXE-5365BK or similar. Must use shielded RJ45 connectors suitable for larger diameter cable with 23 AWG wires. Cut-sheets to be provided by Rhythm Engineering at the appropriate time upon request.

6. Order and provide 14-3 power cable per Rhythm Engineering specification.

7. Order and provide detection mounting hardware if not included in quoted materials. If not procured from Rhythm Engineering, the materials must be approved by Rhythm Engineering as conforming to standards and specifications.

8. Verify the length of Ethernet cable runs for cameras. Cables that run greater than 100 meters, require additional repeaters and injectors. The repeaters and injectors can be procured from Rhythm Engineering or from other vendors. If procured from other vendors, the materials must be approved by Rhythm Engineering that they meet required specifications.

9. Perform installation work consisting of: pulling & terminating the required power and Ethernet cables from the controller cabinet to the Rhythm Engineering pre-approved mounting locations, installation of camera mounting hardware to mast arms/luminaires, mounting of the video cameras, connecting wires to cameras per Rhythm Engineering specifications and training, camera aiming, zooming and focusing.

10. Perform traffic cabinet installation work consisting of: installing the site equipment panel, mounting and connecting the In|Sync processor to the Ethernet switch and installing In|Sync's detector input connection type. Wiring of the RG return cable and connection of the In|Sync system to the Ethernet network provided via the communications system provided by the Client or communications installer.

11. Ensure that remote network connectivity and VPN access is established for the entire In|Sync system deployment permitting Rhythm Engineering to provide remote assistance for proper camera views and alignment.. Once network connectivity and VPN access is confirmed, Rhythm Engineering may schedule a technician to turn on In|Sync into detector mode

12. Client or installation contractor shall not connect Rhythm equipment to power prior to receiving authorization from Rhythm Engineering.

13. During installation, Client shall not place the In|Sync system into detector or adaptive mode without written authorization from Rhythm Engineering.

14. Return to site as needed during system integration to adjust cameras or troubleshoot any cabling or other issues arising from incomplete installation.

15. Provide an Ethernet network with TCP/IP connectivity between signals.

16. Provide traffic engineering information per intersection including, but not limited to: traffic counts, traffic pattern by time of day, phasing, allowed and prohibited movements, current timing plans, amber times, all-red times, pedestrian walk and flashing don't walk times.

17. Establish Simple Mail Transfer Protocol (SMTP) and Network Time Protocol (NTP) server connection, as well as access to the intersections via a Virtual Private Network (VPN) connection or other remote connectivity for support and monitoring purposes during the warranty/support period.

Payment Terms

1. Quote does not include additional fees in the event Rhythm serves as a primary contractor

2. Any required bonding or licensing fees are not included in quote.

3. All taxes are the responsibility of client. FOB Point: Lenexa, KS

4. Payment is due within 30 days of the invoice date. Client understands that Rhythm depends on Client prompt payment in the conduct of Rhythm's business. In particular, Client's failure to pay timely the amounts owed to Rhythm jeopardizes Rhythm's ability to pay its employees, suppliers, and other creditors and may result in an impairment of Rhythm's credit standing and status with sureties and lenders. Because the damages Rhythm may sustain as a result of Client's late payment are difficult, if not impossible, to calculate, Client agrees that if Rhythm has not received payment within 30 days of invoicing, Client shall pay to Rhythm as liquidated damages an amount equal to 5% of the unpaid amounts. Client and Rhythm agree that the amount of liquidated damages is a reasonable estimate of Rhythm's damages, which are otherwise difficult to calculate. If payment exceeds 60 days past the invoice date (30 days past due), additional finance charges shall be applied at an interest rate of 18% APR. Finance charges are computed against the unpaid invoice balance, plus any liquidated damages and/or fees. Time is of the essence.
In addition to any other remedies available to Rhythm at law or in equity to address Client's breach of is obligations to pay Rhythm the amount due Rhythm on a timely basis, Rhythm may exercise one or all of the following remedies: (i) Client's default will excuse Rhythm from any further duty to supply materials to or perform services for Client; (ii) Rhythm will possess a vendor's lien, i.e., security interest, in the equipment and materials it has supplied to Client and, along with any other remedies a secured creditor possesses under the Uniform Commercial Code as enacted in Kansas, upon Client's default, Rhythm may repossess the equipment and materials in which it has a security interest; and (iii) upon Client's default, Rhythm may disable its traffic monitoring system, and Client will indemnify and hold Rhythm harmless from any claims, causes of action, damages, or expenses arising out of the inoperability of Rhythm's equipment.

5. Client agrees that the laws of the State of Kansas apply to this Contract and all actions arising out of it. Client further agrees that this Contract is made in Kansas and Client subjects itself to the exclusive jurisdiction of federal or state court presiding over cases originating in Johnson County, Kansas and further agrees that venue is properly placed in a federal or state court presiding over cases originating in Johnson County, Kansas.

6. Invoices are generated upon shipment of material.

7. Client agrees that in the event either Rhythm or Client must initiate litigation or other enforcement proceeding the prevailing party in such litigation or other proceeding shall be entitled to recover its attorneys' fees and associated costs from the other party.

8. Rhythm acknowledges that Client may be in contractual privity regarding the services and materials encompassed by this Contract with a contractor or a governmental agency. Irrespective of the terms of Client's contract with a contractor or a government agency, the terms of this Contract supersede such other Contract. In the event of a conflict between this Contract and Client's contract with a contractor or governmental agency, the terms of this Contract shall control. Client is, therefore, responsible for reconciling the terms of this Contract with other contracts which bind Client. Except to the extent it expressly agrees, Rhythm does not agree to be bound by the payment terms of Client's other contracts which relate to Rhythm's materials and services.

9. To the extent its rights as a third-party beneficiary do not conflict with its rights under this Contract, Rhythm shall be a third-party beneficiary with regards to the payment provisions of Client's contract with a third-party responsibility for paying Client the funds payable to Rhythm.

10. Time is of the essence of this Contract, in particular with regard to the due date of payment.

11. Rhythm shall have the right to determine the method of payment of its invoices.

RHYTHM ENGINEERING

12. While Rhythm does not acknowledge that Client may reduce, or offset against, amounts due for Rhythm's materials and services, Client nonetheless agrees it will not withhold payment from Rhythm and all amounts are due without reduction or offset. In the event a dispute arises over Rhythm's billings, Client and Rhythm will resolve the dispute in accordance with this Contract and Client will not unilaterally act to enforce whatever it thinks its rights are by withholding payment.

13. Client represents to Rhythm that the signatory to this Quotation/Offer has been duly authorized by the client to sign this document on behalf of the client.

Please Sign Here

_____

CLIENT (*Signature*)

_____

(Printed name)

_____

(Printed title)

_____

(Date)