



Print Form

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: Technical Support & Software Upgrade

Estimated annual expenditure for the above commodity or service: \$ 41,000.00

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: AEES

Date: 9/16/2026

Department Head Signature: [Signature]

Date: 9/16/20

Approval Authority: Andy Penick

Date: 9/18/26

Administrator Approval: (required – not required)

Date:

COMMENTS:



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Andy Penick – Procurement Director Hameed

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

DATE: September 16, 2026

SUBJECT: Rhythm Engineering System Technical Support & Software upgrade

Rhythm Engineering is the industry standard provider for adaptive traffic control systems throughout the country. Rhythm Engineering is the sole provider of the In-Sync Adaptive Traffic Control System used extensively throughout Augusta, Richmond County, and the CSRA. In-Sync items technical support and software upgrades must be done by them, as they are the only authorized entity to sell their own products or perform such work.

Rhythm engineering presently provides technical & software upgrade support to Augusta Engineering Traffic ITS TMC operation. Continuity of such support is critical for proper functioning of ITS system.

Rhythm Engineering is headquartered in Lenexa, Kansas and has customers throughout the United States.

cc: File



Rhythm Engineering, LLC

Invoice

Quote To Name Hameed Malik, Ph.D., P.E.
Quote To 452 Walker St. Suite 120
Augusta, Georgia 30901
USA

Invoice Number 4489
Invoice Date 7/22/2026

New Company Address:
14019 W 95th St
Lenexa, KS, Kansas 66215
USA

Shipping & Invoice Addresses

Shipping Address Augusta, GA
452 Walker St. Suite 120
Augusta, GA 30901
USA

Invoice Address Augusta, GA
452 Walker St. Suite 120
Augusta, GA 30901
USA

Contract Details

Quote Reference 027177
S.O. No 18-14824

Opportunity Name (CSR1) Consolidated Support Renewal Augusta,
GA 027177
Account Name Augusta, GA
Terms Net 30

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
1 Year Remote Support Contract w/ Software Support	Technical Support and Software Updates	365 days technical support for 40 intersections for the period 2026-07-01 - 2027-07-01	40.00	\$1,000.00	\$40,000.00
1 Year Remote Support Contract w/ Software Support	Technical Support and Software Updates	365 days technical support for 1 intersections for the period 2027-01-01 - 2028-01-01	1.00	\$1,000.00	\$1,000.00

Subtotal \$41,000.00
Grand Total \$41,000.00
Payments \$0.00
Balance Due \$41,000.00

A 5% Processing Fee will added to all credit card orders.

Terms & Conditions

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 its obligations to pay Rhythm