



REGIONAL TRANSPORTATION COMMISSION

REQUEST FOR PROPOSAL

APPLICATION FOR NON-URBANIZED PARATRANSIT FUNDING #RTC9-01PT

Date Issued: March 31, 2009

Date Due: May 7, 2009

Regional Transportation Commission
of Washoe County, Nevada
1105 Terminal Way, Suite 300
Reno, NV 89502
(775) 335-1831
(775) 348-3229 Fax

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PUBLIC NOTICE

**REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR PROPOSAL
#RTC9-01PT**

Application for Non-Urbanized Paratransit Program Funding.

The Regional Transportation Commission (RTC) is accepting applications for FY 2010-2014 sales tax funding to provide transportation for senior citizens and people with disabilities.

Solicitation documents may be obtained at no charge from RTC, 1105 Terminal Way, Suite 300 Reno NV, 89502. For further information, contact Elisa Rizzo at (775) 335-1831, email – erizzo@rtcwashoe.com.

All proposals must be received by RTC no later than May 7, 2009 at 2:00 pm (PDT), and should be addressed to: RTC, Elisa Rizzo at 1105 Terminal Way, Suite 300 Reno, NV, 89502. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

Oral, electronic, faxed or telephone submittal of proposals, or modification thereof, will not be accepted. Technical requirements, capacity, and delivery requirements, as well as other necessary information, shall be per RTC specifications provided.

RTC reserves the right to reject any or all proposals, alternates or options, or any combination thereof, or accept the proposal that is deemed by the RTC to be in the best interest of the RTC. The RTC also reserves the right to waive any irregularities and/or informalities with the proposal submittals.

The RTC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation Issued Pursuant to Such Act, hereby notifies all proposers that it will affirmatively ensure that in regard to any contact or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, religion, color, sex, age, disability, or national origin in consideration for an award.

**FY 2010-2014
TRANSIT TAX FUNDING APPLICATION
FOR NON-URBANIZED PARATRANSIT PROGRAM**

I. INTRODUCTION

The Regional Transportation Commission (RTC) is accepting applications for FY 2010-2014 sales tax funding to provide transportation for senior citizens and people with disabilities. **This solicitation is for a five (5)-year funding agreement encompassing fiscal years 2010-2014. A maximum of \$36,000 is proposed in the RTC's FY 2010 budget for funding this non-urbanized program;** future years' funding levels have not been established but are expected to be similar. The amounts may be subject to change based on the number of applications received and the funding requested. The RTC's fiscal years are from July 1 through June 30; the FY 2010 funding interval extends from July 1, 2009 through June 30, 2010.

Eligible programs must be operated by private nonprofit, public sector agencies or tribal governments. Eligible programs must provide transportation for senior citizens and/or persons with disabilities who are in those areas of Washoe County **outside** the RTC ACCESS/RTC RIDE service boundaries. Transportation services must be available to all eligible senior citizens and/or individuals with disabilities within the applicant's service area (not only agency clients). Recipient programs must coordinate with other service providers to avoid duplication of services. Only one transportation program in any given geographic area will be wholly or in part supported with sales tax dollars. Eligible programs must also have applied for FTA Section 5310 and Section 5311 funds. The program must comply with all applicable transportation provisions of the Americans with Disabilities Act (ADA).

II. BACKGROUND

The RTC has a strong commitment to the provision of quality public transportation for the people of Washoe County. This commitment has included specific steps designed to provide equal access to all individuals and to provide necessary transportation within available funding and other organizational/institutional constraints.

The RTC recognizes that certain individuals have transportation limitations that are the result of physical/mental disabilities which preclude the use of fixed-route transportation, where it is available. Accordingly, the RTC has made a commitment to the provision of these services through funding special paratransit services that provide door-to-door transportation using equipment more suitable for this purpose.

NRS Chapter 377 (1981) and NRS 373.116 (1987) assign the responsibility to administer the Transit Tax Fund (sales tax) to the RTC, a body consisting of local elected officials. This assignment of responsibility was intended to provide a substantial measure of accountability in the administration of the public tax dollars. The RTC subsequently directed staff to develop policies and procedures that would allow the staff and the RTC to evaluate fairly and equitably requests for funding for paratransit programs.

As trustee of public tax dollars, the RTC has a continuing obligation to review programs funded through the RTC. The intent is to provide a means for continually improving the quantity, quality and cost effectiveness of service provided.

III: INSTRUCTIONS FOR APPLICANTS

- 3.1 For an Application to be considered, the Application must be in accordance with these "Instructions to Applicants".
- 3.2 Applications must be made upon the form provided and all the blank spaces shall be filled; the signature shall be longhand; and the completed form shall be without interlineations, alteration or erasure.
- 3.3 If an agency or organization applies for funding for more than one program, separate applications are to be submitted for each program.
- 3.4 The RTC confirms that there are no state or local taxes applicable to this contract. The RTC's certificate number is 88-91-0617K.
- 3.5 An Applicant who fails or refuses to complete and return the applicable enclosures shall be deemed non-responsive and will not be awarded the contract.
- 3.6 Should an Applicant find discrepancies in or omissions from the documents, or should the Applicant be in doubt as to their meaning, the Applicant shall at once notify the RTC.
- 3.7 No increase in cost or extension in performance time will be considered for failure to know the conditions to be encountered as to the character, quality and quantity of work to be performed, and the materials to be furnished, and as to the requirements of the Specifications.
- 3.8 Any addenda issued during the solicitation shall become part of the Application. Signed copies of all addenda and/or bulletins issued to prospective Applicants shall be enclosed with the Application. Failure to enclose said addenda and/or bulletins may be considered grounds for rejection of the Application.
- 3.9 Only written Applications will be accepted. No verbal, telephonic, fax or electronic Applications or modifications to Applications will be considered. The Applicant shall assume all responsibility for the accuracy of any Applications and modifications.
- 3.10 Applicants may withdraw Applications before the time fixed for submittal of Applications. No Applications may be withdrawn within a period of ninety (90) calendar days after Application due date and then only in case the award of the contract has not been made. The RTC reserves the right to hold the Applications for sixty (60) calendar days before awarding the Contract.
- 3.11 **RTC reserves the right to reject any or all Applications or options or any portion or combination thereof, or accept the Application deemed by the RTC to be in the best**

interest of the RTC. The RTC also reserves the right to waive any irregularities and/or informalities with the Application submittals.

- 3.12 No contract shall be considered effective until it has been finally executed by all parties thereto.
- 3.13 The work to be performed under the contract shall commence on July 1, 2009 and continue through June 30, 2014 unless modified by written agreement.
- 3.14 The contract for work under this Application will obligate the Applicant and subcontractors not to discriminate in employment practices pursuant to federal and state laws.
- 3.15 All product information, explanations, comments, calculations or descriptions must be in sufficient detail to allow the RTC to understand the nature of the topic without excessive use of jargon or industry-specific terms.
- 3.16 The Applicant may submit to the RTC requests for approved equals, clarifications or protests on items that have been included in the specifications or on an addendum to the specifications. Any such request or protests must be received by the RTC, in writing, not less than ten (10) calendar days before the date of the scheduled Application opening. Any request or protests must be fully supported with technical data, test results or other information as evidence that the substitute offered is equal to or better than that required or as evidence that the protests should be upheld. The RTC shall make a determination of each Applicant's request under this procedure in writing.
- 3.17 Applicants are encouraged to submit alternate Applications that the Applicant can show would better serve the operations requirements, and/or provide lower overall cost while still maintaining all operational requirements herein.
- 3.18 Each prospective Applicant must have adequate financial resources (RTC has the right to request Financial Statement and/or run a credit report) that are satisfactory to the Contracting Officer, or his/her designee to insure the successful performance of the Contract in compliance with the terms and conditions and detailed specifications, as specified, and/or have the ability to obtain such financial resources specifically dedicated to the performance of this Contract.
- 3.19 **"RTC", "Governing Body" and "FTA"**. The terms "RTC" and "Governing Body" as used throughout these documents means the Regional Transportation Commission of Washoe County, Nevada. The term "FTA" as used throughout these documents means the Federal Transit Administration.
- 3.20 **Application Withdrawal**. The RTC reserves the right to withdraw this Invitation for Application at anytime without prior notice, and makes no representations that any contract will be awarded to any Applicant responding to this Request for Application. The RTC expressly reserves the right to postpone the Application opening for its own convenience, to waive any informality or irregularity in the Applications received, and to reject any and all Applications without indicating any reasons for such rejection.

- 3.21 **Brand Names or Approved Equals.** Whenever, in the Application, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such working will be deemed to be used for the purpose of facilitating description of material, process and/or equipment desired and will be deemed to be followed by the words: "or approved equal". Proof satisfactory to RTC must be provided by the Applicant to show that the alternative product or process is in fact equal to that required in the specifications.
- 3.22 **Damages.** RTC shall in no event be liable to the Applicant for special, contingent or consequential damages. The RTC shall assume risk of loss of the equipment upon acceptance. Prior to acceptance by the RTC, the Applicant shall have risk of loss, including any damages sustained during delivery.
- 3.23 **Subcontracting.** If subcontractors are necessary to complete any functions of this requirement, the Applicant must list the names and business locations of any proposed subcontractors, with the submitted Application sheets. The RTC retains the right to review and approved any subcontractors proposed by the Applicant. Any approval of the subcontractor shall not be construed as the RTC's consent to become a party of such contract, giving the subcontractor privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subcontractor.
- 3.24 **Notice of Award.** Award of contract will be by formal contract issued by the Executive Director of the RTC which, together with the signed Application, will be used as the contract document.
- 3.25 **Assignment of Contractual Rights.** It is agreed that the Applicant will not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of the RTC and any sureties.
- 3.26 All communications with the RTC regarding this procurement shall be marked "**Application for Non-urbanized Funding, #RTC9-01PT**". Communications shall be in writing and may be delivered personally, via mail, telegram, or facsimile. Telephone calls may be used to expedite communications but shall not be considered official communications unless confirmed in writing. All communications with the RTC must be addressed to:

Physical Address (Mailing Address: same):

**Elisa Rizzo
Procurement and Compliance Administrator
Regional Transportation Commission
1105 Terminal Way, Suite 300; Reno, NV 89502
(775) 335-1831
(775) 348-3229 Fax
e-mail: erizzo@rtcwashoe.com**

- 3.27 Communications shall be considered received at the time actually received by the addressee or designated agent.

- 3.28 Disadvantaged Business Enterprise (DBE). The RTC in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. There is no DBE goal for this procurement.
- 3.29 THE APPLICANT IS REQUIRED TO COMPLETE AND SUBMIT ALL APPLICABLE FORMS AND CERTIFICATIONS. FAILURE TO ACCURATELY COMPLETE AND SUBMIT THESE FORMS MAY RESULT IN THE APPLICATION BEING REJECTED AS NON-RESPONSIVE.
- 3.30 The Applicant shall submit with the application an authorizing resolution from applicant's governing board (Exhibit C).

IV. APPLICATION SUBMITTALS

To be eligible for consideration, an original and two (2) copies of the Application must be received by the RTC no later than 2:00 PM (PDT) on May 7, 2009 at the address below. Applications must be in a sealed envelope and marked as follows: **"Application for Non-urbanized Funding, #RTC9-01PT"**. Address and deliver to:

**Elisa Rizzo
Procurement and Compliance Administrator
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502**

Late applications will not be considered and will be returned unopened.

SCHEDULE:

Request for Applications issued	March 31, 2009
Deadline for submission of Clarifications, Changes and Approved Equals	April 14, 2009
RTC responses	April 20, 2009
Application Due Date	May 7, 2009 @ 2:00 PM (PDT)
Recommended Award	May 14, 2009
Official Award	June 4, 2009
Funding Year 1 Begins	July 1, 2009

V. PARATRANSIT REGULATIONS

- A. All recipients of Transit Tax Funds for the provision of transportation services for elderly and/or transportation-disabled individuals, i.e., paratransit services, shall comply with these regulations and any policies, guidelines and standards as may, from time to time, be adopted by the RTC applicable to paratransit services.
- B. Applicants for Transit Tax Funds may be government agencies, private nonprofit organizations or private for-profit organizations.
- C. The RTC may receive applications and/or solicit Applications for service provision annually. Applications must be submitted using forms provided by the RTC and must comply with all instructions and requirements contained in the solicitation document.
- D. Applicants for Transit Tax Funding will submit with their application written policies and/or procedures regarding service provision and complaint resolution. The RTC staff will review these policies and/or procedures for approval.
- E. Transit Tax Funds shall be used to meet the basic transportation needs of elderly and/or disabled people, i.e., transportation for work, school, rehabilitation, shopping, medical and recreational purposes.
- F. Priority shall be given to meeting the needs of mobility impaired, i.e., transportation-disabled persons or those who cannot access RTC RIDE or other transportation services.
- G. All recipients shall comply with all applicable local, state and federal laws, e.g., Title VI of the Civil Rights Act.
- H. All recipients shall be required to execute an agreement with the RTC before preceding the fiscal year for which funding is requested. The agreement will specify the nature, quantity and quality of the paratransit services to be provided, record keeping and reporting procedures and other conditions as are necessary to allow effective senior/non-senior monitoring of the service by the RTC. If such an agreement is not executed, the RTC is entitled to withhold Transit Tax Funds or, at its discretion, to seek competitive bids for the provision of paratransit services by other providers.
- I. All recipients of Transit Tax Funds shall make every reasonable effort to apply for and accept funding from sources other than Transit Tax Funds for which they are eligible. No funding shall be provided to agencies seeking financial support to offset lost federal/state/local program funding not related to transportation or to shift existing funding to other program areas.
- J. All recipients of Transit Tax Funds shall make every reasonable effort to conform to performance standards established by the RTC to ensure efficient and cost-effective service delivery.

- K. All recipients of Transit Tax Funds shall comply with the findings of periodic financial or performance audits conducted by the RTC or an RTC-approved, independent auditor to ensure financial accountability and service delivery that meets established standards of quality and cost effectiveness.
- L. The RTC staff or designated agencies shall conduct certification for elderly and transportation-disabled rider eligibility. All Transit Tax recipients will adopt RTC definitions and procedures regarding elderly and transportation-disabled eligibility.
- M. Legal title to all vehicles purchased using Transit Tax Funds shall be vested with the RTC, and said vehicles shall be turned over to the RTC in sound condition, less reasonable wear and tear, upon termination of the service agreement. The recipient shall be responsible for maintaining all such vehicles according to standards established by the RTC.
- N. Future year funding of paratransit programs must be proposed in the Short Range Transit Plan adopted by the RTC and, if approved, may be reflected in the RTC's annual budget. Funding is contingent, however, upon submittal and approval of funding applications, Applications or competitive bids by the provider under procedures established by the RTC.
- O. Recipients shall not provide expanded service that requires additional Transit Tax Funds without the written approval of the RTC.
- P. The RTC will develop a process for receiving, resolving and following up on paratransit service commendations and/or complaints.

APPENDIX A

DEFINITIONS

Certification

The process of confirming in writing a person's eligibility to use paratransit services.

Elderly

Any person 60 years of age or older; also called a senior citizen.

Paratransit Services

Public, specialized transportation for individuals who are elderly and/or transportation disabled. Paratransit services may be fixed-route, demand-responsive or a combination of the two.

Transit Tax

The portion of the Washoe County sales tax dedicated to funding public transportation within Washoe County.

Transportation Disabled

Any individual, regardless of age, who due to illness, injury or other permanent or temporary incapacity or disability, including any person who uses a wheelchair or has semi-ambulatory capabilities, has great difficulty, without special accommodations, in using public transportation facilities and services effectively.

APPENDIX B
CLASSIFICATIONS

Applications for paratransit funding will be evaluated using the following passenger and trip classifications:

Passenger Classification

1. Transportation Disabled Person (any age)
2. Non-Transportation-Disabled Elderly (60 years or older)

Trip Classification

1. Medical/Clinical/Rehabilitation
2. Nutrition (meal sites)
3. Shopping (any)
4. Governmental Agencies/Service Organizations
5. Volunteer Work or Employment
6. Education
7. Social/Recreation

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall have the duties and responsibilities specified below.

1. Paratransit Service

The Contractor shall provide paratransit transportation services to the estimated number of eligible transportation-disabled people and senior citizens in the service area approved by RTC.

RTC may change the boundaries of the area served under this Agreement after giving the Contractor 30 days written notice.

RTC may change the hours of operation after giving the Contractor 30 days written notice.

2. Shared Ride

Transportation shall be provided on a shared-ride basis whenever possible. This means that vehicles may be routed to pick-up or drop-off passengers en route to other passengers' origins or destinations to facilitate a greater number of passengers to be carried with available vehicles. The use of shared rides shall be limited if it will create excessive travel times for passengers.

3. Reservations

Transportation requests shall be accepted on both an advance reservation and same day basis. All service requests shall be accommodated as space and time are available. Trips shall be booked on a first-come, first-served basis. In the event a service request cannot be accommodated, the Contractor shall advise the RTC Paratransit Administrator of the Contractor's inability to provide the service. Subscription ride service may be offered to eligible individuals.

4. Eligible Passengers

RTC will reimburse the Contractor only for expenses associated with providing transportation for persons who are verified to be eligible under the provisions of this agreement.

5. Attendants

Passengers whose disabilities are such that they require assistance shall provide an attendant at their own expense. The Contractor may require that the eligible rider be preauthorized to have an attendant and notify the Contractor in advance that an attendant will be riding. The Contractor may request reimbursement for rides provided to certified attendants.

6. Funding

Funds received under this Agreement may only be used for transportation- related expenses within Washoe County, Nevada.

Operating funds under this Agreement shall be used to pay approved operating expenses for providing transportation to/from the congregate meal sites, to required services in the Reno-Sparks area and to other outlying communities for shopping or recreation.

Capital funds under this Agreement shall be used to pay approved expenses for acquiring capital items necessary for providing the above-described transportation.

7. Operating Records

The Contractor shall maintain complete operating records for the duration of this Agreement, including the following:

- a. A trip log documenting each scheduled passenger trip.
- b. A vehicle log showing vehicle pull out and pull-in times, driver breaks and total vehicle service hours for each vehicle.
- c. Receipts for any operating or capital items purchased.

All records shall be available for inspection upon request.

8. Monthly Operating Report

The Contractor shall submit to RTC on or before the fifteenth (15th) day of each month a report showing the number of vehicle service hours, vehicle service miles, passenger trips, road calls, accidents, complaints/commendations and other data that RTC may require for the previous month.

9. Performance Standards

The Contractor shall operate the paratransit service according to the following performance standards:

- d. The promised pick up time shall be stated to the customer and recorded on a trip ticket or log, including day and date, e.g., "The driver will pick you up at 9:15 am on Thursday, November 6. Please be ready."
- e. The actual pick up time shall be within a 15-minute window of the promised vehicle arrival time for 90% of the trips provided. RTC shall, at its discretion, randomly monitor performance.
- f. Drivers shall not wait for a passenger response more than five (5) minutes after announcing their arrival at the door of the pick up location.

- g. Phone lines for taking calls, reserving and canceling rides will be open from 30 minutes before the start of service to the end of the service day. Additional phone lines and/or clerks will be added as needed to provide good phone accessibility for customers.
- h. Vehicles shall be kept clean. Exteriors shall be washed at least once per week; interiors shall be cleaned daily.
- i. All drivers shall receive training in safe driving techniques, passenger assistance and first aid. Certified instructors shall conduct training and award certificates upon completion of training. Drivers shall receive annual refresher courses and recertification. Drivers employed by the Contractor at the time this agreement takes effect shall be trained and certified within 30 days of effective date. New drivers shall be trained and certified within 30 days of their dates of hire.

10. Monitoring Procedures

The RTC shall require ongoing monitoring procedures. Monitoring shall be conducted on a random basis and shall include auditing records for times when rides are booked, rides dispatched, customers picked up and customers delivered.

EXHIBIT B

**APPLICATION FOR FUNDING OF PARATRANSIT PROGRAMS
FISCAL YEARS 2010-2014**

GENERAL INFORMATION

Name of Program for which Funding is Requested

Legal Name of Applying Organization

Mailing Address

Agency Director Telephone Number

Contact Person Telephone Number

LIST SERVICES PROVIDED BY APPLICANT AGENCY (Include all transportation and non-transportation services provided):

NUMBER OF PEOPLE TO BE TRANSPORTED PER DAY WITH SALES TAX FUNDS:

PUBLIC TRANSIT (SALES) TAX FUNDS REQUESTED FROM RTC:

OPERATING FUNDS: _____

CAPITAL FUNDS: _____

TOTAL FUNDS: _____

PROPOSED TRANSPORTATION PROJECT

I. SCOPE OF SERVICES

Describe ALL transportation services now being provided or proposed by applicant agency. (Include days and hours of service, passengers, frequency fares):

Describe the transportation services being proposed with sales tax funding. Include days and hours of service, fares, service frequency and number of passengers for each type of service. **All transportation must be within Washoe County.**

Describe the geographic area to be served by each proposed type of service to be funded by this application. Specify towns, districts, counties, etc. **All areas must be within Washoe County.**

Intended use of sales tax funding provided by RTC:

- | | |
|--|---|
| <input type="checkbox"/> Continue existing service | <input type="checkbox"/> Expand existing service |
| <input type="checkbox"/> Start new service | <input type="checkbox"/> Replace existing service |

List the number and types of vehicles to be used (include all vehicles, regardless of funding sources):

II. ANALYSIS OF DEMAND AND PROJECTED RIDERSHIP

For each type of proposed service, provide an analysis of projected demand. Include past ridership data and methodology for determining projected ridership.

For each type of proposed service, indicate the projected ridership by average weekday and annual total.

Describe how your project will coordinate transportation with other agencies:

Complete the information requested in “TABLE 1 – TRANSPORTATION INFORMATION”. (See end of document, follows Exhibits)

III. BUDGET

OPERATING BUDGET

Generally accepted accounting principles should be used to provide a projected operating budget that includes all items funded through the Public Transit Fund. Use the “Table 2 - Budget for Transit Tax Funded Program” form which follows this page.

CAPITAL BUDGET

Generally accepted accounting principles shall be used to provide a projected capital budget that includes all items funded through the Public Transit Fund. List the items and required information on the “Table 2 - Budget for Transit Tax Funded Program” form which follows this page. Use additional pages to describe the items, quantity of each, unit cost, total cost, function and location of any capital items to be purchased with Transit Tax Funds. List all proposed funding sources and amounts for each item.

EXHIBIT C

AUTHORIZING RESOLUTION

[retype on agency letterhead and complete sections in parentheses]

Resolution No. _____

Resolution authorizing filing of an application with the Regional Transportation Commission of Washoe County, Nevada, for appropriations from the Washoe County Public Transportation Sales Tax Fund (hereinafter referred to as the "Public Transit Fund").

WHEREAS, the Regional Transportation Commission is authorized to award funds for public transportation projects in Washoe County, Nevada;

WHEREAS, it is required by the Regional Transportation Commission in accord with the Policy for Approval of Public Transportation Programs from the Public Transit Fund that all applicants provide sufficient information as requested by the Regional Transportation Commission; and

WHEREAS, the applicant will comply with all reporting and audit requirements, including monthly operating reports, an annual report, and an independent annual audit, if funded from the Public Transit Fund.

NOW, THEREFORE, BE IT RESOLVED BY _____
(Governing Body of Applicant)

1. That [Designated Official] is authorized to execute and file (an) application(s) on behalf of (Legal Name of Applicant) with the Regional Transportation Commission to aid in the financing of public transportation programs from the Public Transit Fund.
2. That (Authorized Representative) is authorized to furnish such additional information as the Regional Transportation Commission may require in connection with the application to the Public Transit Fund.
3. That (Designated Official) is authorized to execute grant agreements on behalf of (Legal Name of Applicant) with the Regional Transportation Commission for aid in financing of public transportation programs from the Public Transit Fund.

CERTIFICATE

The undersigned duly qualified and acting (Title of Designated Official] of the (Legal name of Applicant) certifies that the foregoing is true and correct copy of a resolution adopted at a legally convened meeting of the [Governing Body of Applicant] held on [date].

(Signature of Recording Officer)

(Title of Recording Officer)

Date: _____

EXHIBIT D
AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual, a partner in the Proposal (of the Proposer is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal or Proposals has been arrived at by the Proposer independently and have submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Request for Proposal, designed to limit independent Proposals or competition;
3. That the contents of the Proposal or Proposals has not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposals and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signed: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me

on the ____ day of _____, 2009

by _____.

Notarial Officer

EXHIBIT E
DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, _____ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this Proposal. had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Proposal.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me

on the _____ day of _____, 2009

by _____.

Notarial Officer

EXHIBIT F
GENERAL PROVISIONS

GENERAL PROVISIONS

1. Nevada Law Applies

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and the parties hereto select the Second Judicial District Court of Washoe County, Nevada, as the exclusive venue for all disputes, claims, causes of action, suits or proceedings arising out of this Agreement. The parties hereto submit to the jurisdiction of said court to resolve any dispute or differences arising hereunder.

2. Exclusive Agreement

There are no verbal agreements, representations or understandings affecting this agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between parties.

3. Amendments

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

4. Attorneys' Fees

In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit as defined in NRS 18.005.

5. Regulatory Compliance

Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances.

6. Time is of the Essence

It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the Executive Director.

7. Non-Transferability

This Agreement is for Contractor's professional services, vehicles, and equipment, and Contractor's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

8. Unavoidable Delays

If the acceptable completion of this contract should be unavoidably delayed, RTC shall extend the time for completion of the contract for not less than the number of days Contractor was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during Contractor's performance, is not caused directly or substantially by acts, omissions, negligence, or mistakes of Contractor, is substantial and in fact causes Contractor to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

9. Notification of Delay

Contractor shall notify RTC as soon as Contractor has, or should have, knowledge that an event has occurred that will delay contract completion. Within five (5) calendar days, Contractor shall confirm such notice to RTC in writing, furnishing as much detail as is available.

10. Request for Extension

Any request for an extension of time to complete the contract shall be made in writing to RTC's representative(s) identified in the Solicitation documents. Contractor shall supply to RTC, upon request, documentation to substantiate the justification for additional time needed for Project completion. RTC shall provide Contractor with notice of its decision within five (5) days.

11. Payments to Contractor

Compensation Except as otherwise provided herein, within thirty (30) calendar days after final acceptance of product or service or receipt of invoice (whichever occurs later), RTC shall pay the Contractor such amounts as required by the "Proposal" attached hereto and incorporated herein by reference. Payments may vary from unit prices based on modifications and/or other provisions of this Agreement. Funds withheld under these provisions shall not give rise to any rights to interest or a right to additional payments because funds were not received within thirty (30) calendar days after final acceptance. Funds previously withheld from earlier payments that become released according to this Agreement will be paid within thirty (30) calendar days after release. Final acceptance shall occur after any and all defects have been corrected to RTC's satisfaction.

Payments shall be made in accordance with the amounts "Proposal (offer)" attached hereto and incorporated herein by reference.

Compensation for Additional Services If RTC makes a written request for additional services at any time during the project, charges for said services shall be in accordance with the rates set forth in "Proposal (Offer)" and included herein.

Contractor shall maintain complete records supporting every request for payment that may become due. Upon request, Contractor shall produce all or a portion of its records and RTC shall have the right to inspect and copy same.

RTC shall withhold ten percent (10%) of the agreed upon compensation until RTC is satisfied that Contractor has satisfactorily performed the services required by RTC.

12. Compliance with Laws/Permits and Licenses

Proposers shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations, standards and orders of public authority. If the contract documents are at variance the above, appropriate modification shall be made by the RTC. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by RTC in the contract documents shall be construed as an oversight and shall not relieve the Proposer from his or her obligations to meet such fully and completely. Upon request, the Contractor shall furnish to RTC certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between persons(s)

submitting a Proposal response hereto and the RTC by and through its officers, employees, and authorized representatives and lack of knowledge by any Contractor shall not be a defense.

13. Insurance

The Contractor shall, at its own expense, self insure or maintain in effect at all times during the performance of this Contract, at least the following coverage and limits of insurance which shall be maintained with insurers and under forms and policies reasonable satisfactory to the RTC.

- (1) Comprehensive Bodily Injury-except Automobile: \$2,000,000 per person; \$2,000,000 per occurrence
- (2) Comprehensive Property Damage Liability-except Automobile \$2,000,000 per occurrence.
- (3) Workmen's compensation and employer's liability: Contractor shall furnish to the RTC a certificate from either Employers' Insurance Company of Nevada or a private company certifying that the Contractor has complied with the workers' Compensation provisions of the State of Nevada. It is further required that the Contractor shall procure, pay for, and maintain the above-mentioned industrial coverage at the Contractor's sole cost and expense. If the Contractor fails to maintain worker's compensation insurance and the RTC is charged with premium payments, such and all funds shall be deducted from Contractor's payment. If the Contractor has a reciprocal agreement with the State of Nevada, proof of such reciprocal agreement may be offered in lieu of the certificate required above.

Upon execution of the Contract and notice to proceed, Contractor shall submit to the RTC certificates of required insurance and a policy endorsement naming RTC as additional insured coverage as stated above.

14. Hold Harmless

The Contractor agrees to save and hold harmless and fully indemnify the RTC and all its employees or agents from and against all damages, costs or expenses in law or equity that may at any time arise, or be set up, by any person or persons as a consequence of the use by the RTC or by any of its employees or agents of articles supplied under this Contract to the extent such damages, costs or expenses are caused by defects in the design, marketing or manufacturing of the articles, or by the Contractor's negligence. The Contractor further agrees to save, hold harmless, and fully indemnify the RTC from and against all suits, claims, and demands, including attorney's fees, based upon any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the said Contractor, its subcontractors, or any of their servants, employees, or agents. The Contractor, at its own option and expense, will be associated with the RTC in the settlement or defense of any claims or litigation arising out of the performance of this Contract. Further, the Contractor shall defend all suits or claims for infringement of any patent rights and shall save and hold the RTC, its agents, and assigns harmless from loss on account thereof resulting from the use by the RTC or any of its employees or agents of articles supplied under this Contract. This patent infringement provision shall not apply to any infringement or alleged infringement which is the result of or arises out of the RTC, its employees or agents modifying or altering any part or component, alone or in combination with any other part or component, except as consented to by the Contractor.

NOTE: IF THIS CONTRACT IS FTA FUNDED, THE CONTRACTOR SHALL ALSO DEFEND THE FEDERAL GOVERNMENT.

15. Written Change Orders

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

Changes

Fixed price

The Contracting Officer may at any time, by written change order, (oral change orders are not permitted) and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a Bid submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract and signed by the RTC.

16. Single Proposal Response

If only one Proposal is received in response to the RFP, a detailed cost/price proposal may be requested of the single Proposer. A price analysis and evaluation and/or audit may be performed of the proposal in order to determine if the price is fair and reasonable.

17. Continuing Obligation

The Proposer agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of Proposer to render the services required under this Contract, neither the Proposer nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, the RTC may terminate this Contract if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect the Proposer's ability to satisfactorily complete the performance of the Contract.

18. Assumption of Risk or Loss

The RTC shall assume risk of loss upon signed receipt of delivery by RTC. Prior to delivery, the Proposer shall retain risk of loss.

19. Contract Termination for Default

If the Contractor does not deliver supplies 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, the RTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the RTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

20. Contract Termination for Convenience

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

TABLE 1 - TRANSPORTATION INFORMATION
 FY 2010-2014

Program: _____

Date: _____

	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
Types of transportation to be provided:					
% Demand Response	_____	_____	_____	_____	_____
% Fixed Route	_____	_____	_____	_____	_____
% Other	_____	_____	_____	_____	_____
Estimated No. of Total Clients Transported					
% Transportation disabled	_____	_____	_____	_____	_____
% Non-transportation disabled	_____	_____	_____	_____	_____
Trip Classification:					
% Medical	_____	_____	_____	_____	_____
% Nutrition	_____	_____	_____	_____	_____
% Shopping	_____	_____	_____	_____	_____
% Agency visits	_____	_____	_____	_____	_____
% Employment	_____	_____	_____	_____	_____
% Education	_____	_____	_____	_____	_____
% Social/Recreation	_____	_____	_____	_____	_____
Estimated No. of Total Clients by Ethnicity:					
American Indian	_____	_____	_____	_____	_____
Asian	_____	_____	_____	_____	_____
African-American	_____	_____	_____	_____	_____
Hispanic	_____	_____	_____	_____	_____
Caucasian	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____

TABLE 2 - BUDGET FOR TRANSIT TAX FUNDED PROGRAM
FY 2010 - 2014

Organization: _____ Program: _____ Date: _____

	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
Description of Items to be Paid with Transit Tax Fund	Annual Cost	Annual Cost	Annual Cost	Annual Cost	Annual Cost
<u>Operating</u>					
OPERATIONS WAGES/SALARIES					
Drivers	_____	_____	_____	_____	_____
Dispatch	_____	_____	_____	_____	_____
Mechanics	_____	_____	_____	_____	_____
Clerks	_____	_____	_____	_____	_____
OTHER SALARIES					
Management	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____
BENEFITS	_____	_____	_____	_____	_____
OUTSIDE SERVICES	_____	_____	_____	_____	_____
MAINTENANCE/SUPPLIES					
Fuel and Lubricants	_____	_____	_____	_____	_____
Tires	_____	_____	_____	_____	_____
Parts	_____	_____	_____	_____	_____
Other Materials/Supplies	_____	_____	_____	_____	_____
UTILITIES	_____	_____	_____	_____	_____
INSURANCE (Casualty & Liability)	_____	_____	_____	_____	_____
OTHER	_____	_____	_____	_____	_____
SUBTOTAL—OPERATING COSTS	_____	_____	_____	_____	_____

**TABLE 2 - BUDGET FOR TRANSIT TAX FUNDED PROGRAM
FY 2010 - 2014**

Organization: _____ Program: _____ Date: _____

	FY 2010 Annual	FY 2011 Annual Cost	FY 2012 Annual	FY 2013 Annual	FY 2014 Annual
<u>Capital</u>					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
SUBTOTAL - CAPITAL COSTS	_____	_____	_____	_____	_____
TOTAL TRANSIT TAX COSTS	_____	_____	_____	_____	_____
REVENUES					
List Project Revenues from All Sources					
Fares	_____	_____	_____	_____	_____
Federal Funds	_____	_____	_____	_____	_____
State funds	_____	_____	_____	_____	_____
Sales (Transit) Tax	_____	_____	_____	_____	_____
Donations	_____	_____	_____	_____	_____
Contracts	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____