

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

REQUEST FOR PROPOSALS

FOR

**RTC ACCESS/ADA
TAXI PARATRANSIT SERVICE**

Issued on: April 8th, 2009

Proposals Due: May 8th, 2009

Regional Transportation Commission
P.O. Box 30002
Reno, Nevada 89520

PUBLIC NOTICE

Regional Transportation Commission

REQUEST FOR PROPOSAL #RTC9-02PT

FOR

RTC ACCESS/ADA PARATRANSIT TAXI SERVICE

NOTICE IS HEREBY GIVEN that the Regional Transportation Commission of Washoe County (RTC) is soliciting proposals from qualified contractors to provide night paratransit taxi services and selected daytime paratransit taxi service for people in the Reno-Sparks urbanized area who qualify to use the RTC ACCESS/ADA paratransit system.

These Proposals must meet all the requirements of this Solicitation and Federal Procurement Requirements. Award will be made on a competitively negotiated basis showing Best Value.

A copy of the detailed Request for Proposals (RFP's), including the necessary submittal requirements is available from the RTC by contacting Brad T. McKeachnie, Procurement Analyst by telephone at 775-332-2174, by fax at 775-348-1066, or by email bmckeachnie@rtcwashoe.com. Copies of the Request for Proposals will be available at the RTC Finance Department, 1105 Terminal Way, Suite 300 Reno Nevada. Electronic Copies can be also be sent.

One (1) Original and three (3) copies of the Sealed Proposals must be received by the RTC, no later than 2:00 pm, PDT Friday, May 8th, 2009 at 1105 Terminal Way Suite 300 Reno Nevada. The RTC-Finance Department has provided a drop box for your convenience. At 2:00 P.M. PDT on Friday, May 8th the drop box will be opened and any RFP's removed. No further proposals will be accepted after this time. Oral, electronic, faxed or telephoned proposals will not be accepted.

RTC affirmatively ensures that Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, religion, color, sex, age, disability or national origin in consideration for an award. The successful proposer will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

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 best value to the RTC.

REQUEST FOR PROPOSAL

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RTC/RTC ACCESS NIGHT TAXI PARATRANSIT SERVICE

SECTION 1.0 -- BACKGROUND

The Regional Transportation Commission of Washoe County (RTC) is seeking proposals from qualified contractors to provide night paratransit taxi services and selected daytime paratransit taxi service for people in the Reno-Sparks urbanized area who qualify to use the RTC ACCESS/ADA paratransit system. This paratransit taxi service must accommodate both ambulatory passengers and those who travel in their wheelchairs or scooters, in accordance with Americans with Disabilities Act (ADA) paratransit regulations. This service may be expanded at a future time to include senior citizens, at the discretion of the RTC.

1.1 General Information about the RTC

The RTC is a special purpose unit of government responsible for providing quality ground transportation systems within Washoe County. Four functional areas are associated with the implementation of the ground transportation program in Washoe County. These four areas are described below.

Public Transportation

The RTC is responsible for establishing and operating the public transportation systems in Washoe County (RTC RIDE and RTC ACCESS). Since inception of the RTC RIDE fixed-route transit system in 1978, the RTC has utilized a transit management contractor to deliver the service. The current contractor, First Transit, provides a resident management team and maintains a shell corporation, Transit Management of Washoe, Inc. (TMW), within the State of Nevada for the RIDE employee work force.

The RTC provides door-to-door ADA paratransit services for persons with disabilities through RTC ACCESS. RTC ACCESS was established in 1988 and is the RTC's complimentary paratransit service to the RTC RIDE transit system, as required by the ADA. RTC ACCESS service is provided via a contract with MV Transportation (MV) for paratransit trip reservations, scheduling and dispatching, van service operations and maintenance. RTC contracts with Whittlesea Checker Taxi for transporting RTC ACCESS passengers between 8:00 p.m. and 6:00 a.m. plus selected daytime trips.

"RTC", "RTC RIDE", "RIDE", "RTC ACCESS" and "ACCESS" are proprietary names of the RTC.

The RTC also provides funding for transportation programs for senior citizens and people with disabilities in the non-urbanized areas of Washoe County.

Transportation Planning

The RTC is the designated Metropolitan Planning Organization (MPO) for the Reno/Sparks metropolitan area. As the MPO, RTC is responsible for all regional transportation planning, including development of the annual Unified Planning Work Program (UPWP), the annual Regional Transportation Improvement Program (RTIP), and the Regional Transportation Plan (RTP). The UPWP identifies transportation planning activities to be undertaken by the RTC in cooperation with federal, state and local agencies. The RTIP contains all federally funded transportation projects, and

the RTP is a 30-year planning document that guides the development of all regional transportation programs.

Regional Street and Highways Program

The principal responsibility of the RTC in the street and highway area is to approve projects and provide for the funding, design, construction, and administration of the projects. The most substantial source of revenue for the Regional Street and Highways Program is a \$0.09 per-gallon motor vehicle fuel tax collected on all gasoline sold in Washoe County.

Regional Road Impact Fee Program (RRIF)

In 1995 the governing bodies of Reno, Sparks and Washoe County adopted a region-wide development fee program to identify and cover the cost of new or expanded roads necessitated by growth. The RTC administers the RRIF program, the management of road projects and the expenditure of funds.

1.2 RTC Organizational Structure

The Regional Transportation Commission (board) sets policy for the RTC. The Commission is composed of five members: two county commissioners representing Washoe County, two city council members representing the City of Reno, and one city council member from the City of Sparks.

The RTC has a relatively flat organizational structure consisting of seven departments: Administration, Administrative Services, Engineering, Finance, Marketing and Communications, Planning and Public Transportation. Each department has a director and one additional level of supervision. The RTC employs approximately 100 people performing the various functions of the agency. These functions and employees are under the general administrative direction of the RTC Executive Director or his designee.

1.3 Funding

The public transit operation is primarily funded through a three-eighth percent (3/8%) sales tax that is collected in Washoe County. The revenue source is considered stable and is also used to support transportation planning, ride sharing, RTC RIDE transit service, RTC ACCESS transportation and Washoe County's share of the operational costs of the Tahoe Area Regional Transit (TART) System. The RTC also utilizes FTA funding and receives an annual grant from the Nevada Department of Transportation (NDOT) for capital acquisition programs.

The FY 2009 total operating budget for RTC ACCESS is approximately \$4 million, of which \$300,000 is allocated for paratransit taxi service. The FY 2010 operating and capital budgets will be adopted by the RTC Board at its May 2009 meeting in accordance with Nevada Revised Statutes (NRS). *Due to significant shortfalls in the Washoe County sales tax it is anticipated that the FY 2010 RTC ACCESS operating budget will be reduced by approximately 25%.*

SECTION 2.0 – PROPOSAL INFORMATION

2.1 Schedule

The following schedule is anticipated for this project:

| | |
|--------------------------------------|----------------|
| Release of RFP | April 8, 2009 |
| Pre-Proposal Meeting | April 14, 2009 |
| Written questions/clarifications due | April 20, 2009 |
| RTC reply to all questions | April 24, 2009 |
| Proposals due | May 8, 2009 |
| Review of proposals | May 12, 2009 |
| Interviews | May 22, 2009 |
| Recommended award | May 26, 2009 |
| Official award | June 9, 2009 |
| Protest of award deadline | June 16, 2009 |
| Execute agreement | June 19, 2009 |
| Implement service | July 1, 2009 |

2.2 Proposal Submittal

Proposals must be ***received no later than*** 2:00 p.m. PDT on Friday May 8th, 2009. Proposals received after that time and date will not be considered and will be returned to the proposer unopened. Submit one (1) original and Three (3) copies of the proposal to:

Elisa Rizzo/ Procurement/Compliance Administrator
Regional Transportation Commission

if delivered: 1105 Terminal Way, Suite 300
Reno, NV 89502

if mailed: P. O. Box 30002
Reno, NV 89520-3002

A Pre-Proposal meeting will be held April 14th, 2009 at 1105 Terminal Way, Suite 300 at 2:00 P.M. Questions specific to this RFP will be taken and a copy of the response will be issued to each entity that has requested a copy of the RFP. Please plan to attend

2.3 Draft Agreement

The successful proposer will be required to execute an agreement with the RTC for service provision within ten (10) calendar days after formal award of the contract by the RTC. The term of the agreement will be for two (2) years. RTC reserves the right to negotiate a mutually agreeable extension of the agreement with the contractor for 3 additional years in one (1) year increments. All base and option years must be priced in the submitted cost proposal.

2.4 Proposing Firm's Representations

In submitting its proposal, the proposing firm makes the following representations to RTC:

- (a) The firm is familiar with all of the requirements and specifications of this RFP, and Scope of Services (attached as Exhibit A).
- (b) The firm is familiar with all matters affecting the performance of the work, including all general and special laws, ordinances and regulations that may affect the work, its performance or those employed therein.
- (c) The firm is currently in the business and is fully qualified and skilled in the field of transportation of passengers with disabilities and is fully willing and able to satisfy the requirements of the RTC as outlined in the RFP and the Scope of Services.
- (d) The firm is familiar with the legal requirements of establishing a Nevada corporation to employ an appropriate work force and the related federal requirements relative to hiring and maintaining a work force.

2.5 Pre-Contractual Expenses

The RTC shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor, including any costs associated with attending a pre-proposal conference. Proposers shall not include any such expense as part of the price proposed in response to this RFP. Pre-contractual expenses may include, but are not limited to, preparing and submitting proposals in response to this RFP, presentations, copyright infringements, negotiating with the RTC in any matter related to the proposal, and other expenses incurred by a contractor or proposer prior to the date of execution of the Agreement.

2.6 Non-Exclusivity of Agreement

It shall in no way be construed that any agreement to be awarded is or shall be the sole exclusive agreement for paratransit taxi services into which the RTC may enter. The RTC retains the right to contract with other providers.

2.7 Non-Collusion

Any attempt by a proposer to influence the proposal, submittal and/or review process relating to this RFP through either direct or ex parte contact with any RTC official may result in rejection of the proposal.

By submitting a proposal, the prospective contractor represents and warrants that such a proposal is genuine and not a sham, is not collusive or made in the interest or on behalf of any person or party not therein named, and that the prospective contractor has not directly or indirectly induced or solicited any other

contractor to put in a sham proposal, or any other person, firm or corporation to refrain from presenting a proposal, and that the prospective contractor has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract award found null and void.

2.8 RFP Addenda

Any changes to this RFP will be made by addendum. All addenda shall be signed by the proposer and attached to the proposal.

2.9 Withdrawal of Proposal

Any prospective contractor may withdraw a submitted proposal prior to the proposal due date. Unless withdrawn, proposals shall remain in effect for one hundred and twenty (120) days following the submittal deadline.

2.10 Confidentiality of Bid Proposals

The proposal submitted by the proposer shall be kept confidential by the RTC to the extent permissible under Nevada law. NRS 332.061 states: **“Limitations on disclosure of proprietary information regarding trade secret and of bid containing provision requiring negotiation or evaluation.”**

1. Except as otherwise provided in this subsection, proprietary information regarding a trade secret does not constitute public information and is confidential. A person shall not disclose proprietary information regarding a trade secret unless the disclosure is made for the purpose of civil, administrative or criminal investigation or proceeding, and the person receiving the information represents in writing that protections exist under applicable law to preserve the integrity, confidentiality and security of the information.
2. A bid which contains a provision that requires negotiation or evaluation by the governing body or an evaluator may not be disclosed until the bid is recommended for the award of a contract.

2.11 Evaluation of Proposals

Proposals will be evaluated by a committee of RTC staff and may include representation from the Paratransit Advisory Committee. The committee will determine the recommendation for award. **Any information submitted will be subject to public disclosure and/or discussion, subject to the provisions of the above section 2.10 Confidentiality of Bid Proposals.**

Evaluations will be based on the criteria outlined below. Proposers and their project managers should be prepared to interview with RTC staff prior to the final selection. The results of those interviews will be considered in the evaluation of proposals. RTC may choose to award a contract without interviews.

The agreement with the successful proposer will be executed by the RTC Executive Director. Unless otherwise agreed, RTC standard contract provisions A) to this RFP shall apply.

2.12 **EVALUATION CRITERIA**

| <u>Criteria</u> | <u>Maximum Points</u> |
|--|-----------------------|
| A. Experience, qualifications and skill of the management staff and their firm(s) in providing similar transportation for individuals with disabilities. <ul style="list-style-type: none">• familiarity with ADA Paratransit regulations• the extent to which the ADA regulations have been implemented in the provision of transportation | 20 |
| B. Track record of the firm in providing accurate, punctual transportation for individuals with disabilities <ul style="list-style-type: none">• customer satisfaction as expressed in numbers of complaints, etc.• on-time performance• current references and contact information | 25 |
| C. Management approach <ul style="list-style-type: none">• staffing/operations plan• employee training programs• drug and alcohol compliance programs• vehicle maintenance plan• transition/implementation plan | 20 |
| D. Reasonableness and cost effectiveness of cost proposal. <ul style="list-style-type: none">• completeness and detail | 20 |
| E. Demonstrated ability to manage risk and loss as defined through safety/risk management programs and loss history. <ul style="list-style-type: none">• risk management and safety programs• loss history of the company (or of similar program within the company) | 15 |
| TOTAL Points | 100 |

The RTC reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informalities in any proposal, or to withhold the award if deemed in the best interest of RTC.

2.13 **AWARD**

Based on the evaluation of proposals received, RTC staff will initiate negotiations with the top firm(s) selected. RTC reserves the right, if it is in the best interest of the RTC, to negotiate with more than one firm and thereafter, recommend contract award to the Proposer that offers the most favorable conditions.

The RTC reserves the right to withdraw this RFP at any time without prior notice and makes no guarantees that a contract will be awarded to any Proposer. The RTC also reserves the right to postpone the openings of proposals for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals without indicating any reason for rejection.

SECTION 3.0 -- SUBMITTAL REQUIREMENTS

To be considered responsive, proposers must include all of the items listed below in their proposals:

- ✓ Letter of Transmittal
- ✓ Organizational Information
- ✓ Proposed Management Personnel
- ✓ Organizational Strengths and Abilities
- ✓ Training Plan
- ✓ Transition Plan and Costs
- ✓ Cost Proposal
- ✓ Submittal Statement (Exhibit C)
- ✓ Responses to Services and Responsibilities
- ✓ References (Exhibit K)
- ✓ Affidavit of Non-Collusion (Exhibit L)
- ✓ Certification Regarding Debarment, Suspension,
Other Ineligibility and Voluntary Exclusion (Exhibit M)
- ✓ Buy America Certification (Exhibit N)
- ✓ Lobbying Certification (Exhibit O)
- ✓ List of Subcontractors (Exhibit P)
- ✓ Addenda Acknowledgment (if any)
- ✓ Proposal Item Clarification
- ✓ Required License(s)

3.1 Transition to a New Paratransit Taxi Contractor

RTC's top priority is to avoid any disruption of RTC ACCESS service in the transition to a new taxi service contractor. The successful proposer must demonstrate that, as contractor, the proposer is willing and able to enter into a service agreement by June 20, 2009 and, on July 1, 2009, begin service as detailed in the Scope of Services and insure an orderly transition. RTC will provide any reasonable assistance to the contractor toward achieving this goal.

In order to minimize problems associated with the transition to a new taxi service provider, it is expected the new service will very closely resemble the service presently provided in terms of service quantity, quality, ADA compliance, passenger assistance, etc. Any departure from this must be approved by RTC staff in advance. Once the transition is complete, RTC will entertain suggestions from the taxi service contractor regarding service improvements, changes in policies or procedures, etc. RTC staff will be available to work closely with the taxi contractor to resolve any of these issues in a timely manner.

Direct costs associated with insuring a smooth transition will be reimbursed by RTC up to the maximum shown in the proposal and approved by RTC.

The contractor must show proof of having the required insurance and appropriate licenses necessary to conduct business in the Reno-Sparks area in order to provide the services described in this RFP.

3.2 Transition Costs

Any and all transition costs, including a statement of the firm's policy regarding expense account for the proposed management team members that will be incurred prior to July 1, 2009 must be included (attached Cost Proposal Forms – Exhibit B).

3.3 Submittal Statement

An authorized officer of the firm submitting the proposal shall sign the Submittal Statement (Exhibit C). The officer signing on behalf of the firm shall be empowered by a corporate resolution to enter into contract. This resolution must accompany the proposal.

3.4 Miscellaneous Information

The proposer is also encouraged to submit other information that may be pertinent to the evaluation of the proposal. The proposer should provide an indication of the firm's commitment to applicable federal and state laws concerning Affirmative Action, Equal Employee Opportunity, nondiscrimination, and FLSA and ADA compliance.

SECTION 4.0 – SERVICES AND RESPONSIBILITIES

This section describes in greater detail the service to be provided by the paratransit taxi provider and the respective responsibilities of the Contractor and the RTC. The content of this section is similar to that of the Scope of Services attached to the Sample Agreement in this RFP. **This section also stipulates specific responses expected from proposers with respect to how they will comply with various service provision aspects of this RFP. Those responses must be submitted with the proposal.**

A glossary of words and terms used in this section are defined in the Glossary, attached hereto as Exhibit C.

4.1 Paratransit Taxi Service

The RTC is seeking proposals from qualified contractors to provide night paratransit taxi services and selected daytime paratransit taxi service for people in the Reno-Sparks urbanized area who qualify for RTC ACCESS ADA paratransit service. These individuals have disabilities which prevent them from independently getting to or from or using RTC RIDE transit buses. The paratransit taxi service is to be provided throughout the 250 square mile RTC ACCESS Service Area (Exhibit E - RTC ACCESS Service Area Map). The paratransit taxi service must accommodate both ambulatory passengers and individuals who travel in their wheelchairs or scooters (or other mobility devices) in accordance with ADA paratransit regulations. For purposes of this solicitation:

- “night paratransit taxi service” is defined as having scheduled pickups between the hours of 8:00 pm to 5:59 am, every day of the year
- selected daytime paratransit taxi service may include long distance passenger trips currently provided by RTC ACCESS vans, will-call rides, peak hour overflow trips, senior citizen rides and/or other trips at the discretion of the RTC. This is notification of the possibility of these rides being

included in this contract at some time; it is not a guarantee. There is also no guarantee of the volume of business resulting from this solicitation.

For the purpose of program planning and proposal analysis, it is anticipated that the paratransit taxi service will provide approximately 10,000 passenger rides in FY 2010 (July 1, 2009 to June 30, 2010), depending on the programmatic demands. This is an estimated 25% reduction from the FY 2009 number of trips, due to budget shortfalls and includes taxi rides funded by sales tax and CitiCare.

The actual number of trips to be provided under the contract may vary and the estimate is not to be construed as a guarantee or minimum. Both RTC and prospective proposer(s) must recognize that all statistics are estimates and may change. Changes in demand, funding and/or service requirements may cause variations in the levels of service during the term of the contract.

MV Transportation has the overall responsibility for managing the RTC ACCESS ADA service for RTC. All customer requests for such transportation are to be made through the RTC ACCESS Dispatch office, which then transmits service requests to the contractor by email, facsimile (fax) transmission, telephone or in writing (Sample Taxi Charge Ticket - Exhibit F). RTC will not reimburse contractor for trips when the transportation arrangements are made directly between the contractor and the passengers. Service for wheelchair, scooter or other mobility aid passengers who require an ADA compliant wheelchair accessible vehicle is a part of the bid specification and is to have the same availability as service for ambulatory passengers.

During the course of the contract, RTC may desire to negotiate separate rates for other transportation services (such as regularly scheduled group transportation) not specified herein. In such cases, these additional agreements may be treated as addenda to this contract.

Note: Proposers must submit their proposals with the understanding that some portion of the trips may not involve carrying passengers from their point of origin all the way to their ultimate destination, but instead will be confined to point of origin and connection with transit or paratransit bus, or vice versa. When transporting an ADA eligible passenger to a connection with a transit or paratransit vehicle, the driver must wait with the passenger until the connection arrives and the passenger is safely on the connecting vehicle. The contractor will be notified at the time the trip is scheduled of any special requirements of the passenger(s). The contractor may charge for such waiting time.

4.2. Service Parameters

- (a) All services to be rendered by the contractor under this contract shall be as specified by RTC. The contractor shall advise RTC of matters of importance and make recommendations when appropriate; however, final authorization concerning service parameters shall rest with RTC.
- (b) The contractor shall provide door-to-door, ADA paratransit taxi transportation 365 days a year. The contractor shall escort passengers between the outside door or lobby of the pick up or destination and the vehicle and will otherwise provide assistance, especially with packages, as appropriate. The contractor is not expected to go past lobby areas or cross thresholds into living spaces.
- (c) Service requirements include having a person available to answer the telephone and relay information to the driver during all hours when a vehicle is on the road, with no exceptions. This enables riders to contact the driver in case of cancellations, inquiries or other information regarding their pre-scheduled trips. Drivers shall not accept reservations.
- (d) Pickups are to be provided within a 30-minute pickup window from 15 minutes before to 15 minutes after the stated pickup time.
- (e) Pre-scheduled will-call trips are to be provided within 60 minutes of notification by the passenger that s/he is ready to be picked up.
- (f) Drivers will wait 5 minutes after announcing their arrival at the outside door or lobby of the pickup location, provided they arrive within the 30-minute window. Drivers must receive permission from the dispatcher prior to leaving that pickup location without their scheduled passenger(s).
- (g) Only those people scheduled for service through RTC ACCESS Dispatch will be eligible to ride. Their attendants and companions may accompany them as scheduled with RTC ACCESS Dispatch. Attendants accompanying eligible riders authorized to have attendants will ride free. All other passengers must submit the appropriate number of tickets. Drivers shall not accept tips. Only trips scheduled through RTC ACCESS Dispatch will be paid for by RTC. Trips must have trip ID numbers.
- (h) All ADA service criteria and regulations will be adhered to. The contractor's staff must have a full and complete knowledge of all pertinent ADA rules and procedures.
- (i) RTC reserves the right to revise any service parameters, as needed, in order to meet service needs and regulations.

4.3 RTC Responsibilities

- (a) System Policy and Planning. RTC shall be responsible for all system policy and planning relating to hours and days of operation, level of service, eligibility, service area, and other such service quantity and quality issues. RTC will coordinate with and seek input from the contractor prior to modifying RTC ACCESS service, and will provide advance notice to both the contractor and to the public.
- (b) Marketing/Public Information. RTC will design and implement all marketing and public information programs and materials associated with RTC ACCESS service.
- (c) Monitoring. RTC staff will monitor compliance with the contract and with adopted performance standards by means of vehicle and site inspections, review of logs and other records, investigation of complaints, and by field observations. The contractor shall cooperate with RTC in any such monitoring activities. RTC will verify the accuracy of invoices and make corrections as necessary.
- (d) Eligibility Certification. Eligibility certification is the sole responsibility of RTC. The contractor will transport all certified passengers, their attendants and companions in accordance with RTC policies and procedures, and ADA requirements.
- (e) Customer Service. RTC will be the only source for accepting passenger commendations and complaints. The contractor shall comply with RTC procedures for responding to all passenger complaints and commendations. All complaints shall be investigated within six (6) working days and appropriate responses made to the person initiating the complaint. Telephone responses are acceptable where immediate action is needed, but documentation of the contact and remedy shall be provided to RTC. Copies of all complaints and the contractor response shall be forwarded to RTC by the next working day.

4.4 Contractor Responsibilities

Proposers are to respond to each of the tasks and responsibilities in the following format and describe their plan(s) to accomplish each task and responsibility. Include examples of procedures, policies and the approach your firm uses in other similar operations.

Taxi Service Program Management

The paratransit taxi service contractor will insure that its portion of RTC ACCESS service is meeting all local, state and federal requirements, including the Americans with Disabilities Act rules and requirements as they pertain to paratransit taxi service. Following are the basic administrative tasks that will be required of the contractor:

- (a) The contractor shall be responsible for the employment and supervision of all employees needed to perform the services provided for herein. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination. RTC shall not interfere with the management of the contractor's normal internal business affairs and shall not attempt to directly discipline or

terminate the contractor's employees. It is understood that some taxi drivers lease their vehicles and are technically not 'employees' but the provisions of this paragraph apply. *****

- (b) RTC may advise the contractor of any employee's inadequate performance which has a negative effect on the service being provided. Nothing in this section shall be construed by either the contractor or RTC to be in conflict with the language and intent of Section 4 – Independent Contractor of the Sample Agreement.
- (c) Establish and implement a uniform set of policies and procedures for all staff. The proposer will be required to develop a full set of policies and procedures for all staff involved in the program. These policies and procedures will be subject to RTC review.

For each of the following, describe how you will perform the activities and provide examples of the policies and procedures your firm has in place in other localities:

- (1) **Establish and implement policies and procedures for all operations staff including drivers, dispatch staff, office staff, managers and mechanics.**
- (2) **Establish and implement drug and alcohol testing procedures for the RTC ACCESS program that are fully in compliance with local, state and federal rules.**
- (d) Operating Records. The contractor shall maintain complete operating records for the duration of the contract, including, but not limited to, the following:
 - (1) Telephone/fax records showing the date/time any calls were received from RTC ACCESS or customers regarding reservations or cancellations, showing the name and address of the passenger, and the promised and actual pick-up times.
 - (2) A daily computerized trip manifest from RTC ACCESS for each driver, filled out completely and correctly.
 - (3) Complete records of passengers transported, mileage traveled, time waited and fares collected, including accurate counts of no shows and cancellations.

All records shall be available for inspection upon request.

- (e) **Required Reports. Submitted with proposals: Proposers are to submit with their proposals the following and demonstrate that they meet all applicable federal requirements:**
 - (1) **Annual Training Plan for all job categories**
 - (2) **Annual Vehicle Maintenance Plan**
 - (3) **A Drug and Alcohol Testing Program that complies with all federal, state and local rules**

Submitted quarterly: The contractor is required to submit to RTC on a quarterly basis:

- (1) Loss runs

- (2) Quarterly performance statistics
- (3) Vehicle maintenance data including road calls

Submitted monthly: The contractor is required to submit to RTC on a monthly basis, by the fifth business day of the month:

- (1) A monthly operating report for the previous month. The monthly report shall contain the number of passenger trips, revenue vehicle miles, on-time performance, wheelchair trips, no-shows, cancellations, accidents, and such other data as RTC may require for the previous month. A sample summary part of the report is shown on the Sample Monthly Operating Report (Exhibit G). "No-shows" will not be counted in total passenger trips but must be reported.
 - (2) Any customer comments received during the previous month that had not been brought to RTC's immediate attention. The contractor will be the most appropriate entity to promptly respond to and resolve most customer concerns. The contractor shall respond to and resolve these matters, and provide documentation of responses to RTC.
- (f) Fare collection will be the responsibility of the contractor. All passengers are required to have a ticket for each one-way trip. Will-call rides require two tickets per passenger. Drivers are not permitted to sell tickets at any time. Tickets will be collected for all passengers except those serving as attendants to RTC ACCESS customers authorized to have an attendant. The driver will immediately punch the ticket. Drivers shall make out a trip voucher for the balance of the trip charge, to be paid by RTC.

Tickets will be collected and counted by the contractor and submitted with each daily driver log or manifest as proof that each passenger had a ticket. Tickets missing will be deducted from RTC's payment to the contractor.

Describe how tickets will be collected and counts reconciled.

Reservations; Scheduling and Dispatching

All taxi service trips must be reserved with RTC ACCESS. RTC ACCESS is responsible for all reservation, scheduling and dispatch functions, utilizing the scheduling software provided by RTC. RTC ACCESS will route and schedule all trips, and provide the contractor with manifests for each night's work, plus any cancellations and changes received prior to 8:00 pm. The contractor must adhere to all ADA service criteria requirements and RTC service parameters.

The contractor will be required to plan driver and vehicle schedules to maximize performance and productivity.

Safety and Risk Management

Safety and risk management functions are considered by RTC to be vital to RTC ACCESS's success. RTC requires \$1,500,000 in liability coverage for providing paratransit taxi service. **Proposers are to submit proposals based upon \$1,500,000 in coverage.**

The contractor will be responsible for oversight of taxi service risk management functions including all aspects of training. The proposer's experience in successful risk management functions will be an important consideration in evaluating proposals. The contractor will be responsible for the following.

A. Proposers are to demonstrate each of their firm's insurability to the following levels:

1. The contractor must maintain the following insurance in force during the life of the contract. Said liability policies shall provide that RTC be named as additional insured on contractor's policies for the contractor's full limits of coverage. Copies of all insurance certificates, with RTC as additional insured, will be supplied to RTC prior to contract initiation. This insurance will protect the contractor and RTC from claims which may arise from the contractor's or subcontractor's acts or omissions.
 - a. Workers Compensation and employers liability in accordance with the laws of the State of Nevada.
 - b. Comprehensive General Liability Insurance to include:
 - Premises/operations
 - Contractual liability
 - Personal injury
 - Products/completed operations
 - Property damage

With the following minimum limits of liability:

\$1,500,000 per occurrence for bodily injury
\$1,500,000 per occurrence for property damage
\$1,500,000 combined single limits

- c. Business Automobile Liability Insurance to cover the use of all owned, hired and non-owned vehicles used for paratransit taxi service. The minimum liability limits will be:

\$1,500,000 per occurrence for bodily injury
\$1,500,000 per occurrence for Property Damage
\$1,500,000 combined limits

- B. The contractor will be responsible for paying all increases in vehicle insurance costs due to a poor loss record during the life of the contract.

Provide a detailed three-year loss record to RTC.

- C. Accident and incident investigation is a critical component of successful risk management. The contractor will be required to develop the forms, and policies and procedures for accident investigation. The contractor will report all incidents and vehicle accidents to RTC within eight hours of the occurrence. This includes all situations where a person, as a result of the accident, may be hurt, and all accidents involving significant damage to the RTC vehicle. Accident

reports will be submitted to RTC on the next working day with the preliminary results of the follow up investigation. Minor incidents and damage may be reported on a monthly basis.

- D. The contractor shall be required to comply with all drug and alcohol testing requirements, including pre-employment, random and post-accident testing.

Personnel Training

All driver training will be conducted by the contractor and any subcontractors if proposed. This training is considered essential to the provision of a quality service.

- A. **Submit a full driver and staff training program using generally accepted approaches used in the industry as well as those approaches considered standard in Nevada.** This will include for drivers: passenger assistance methods, sensitivity, first aid, CPR, policies and procedures, emergency procedures, daily vehicle inspections, defensive driving, and on-board training. Prior to going into revenue service, all drivers will be evaluated by the trainer or supervisor on an individual basis to determine their competence to operate the vehicle.
- B. Drivers will not be permitted in revenue service until they have satisfactorily completed all required training.
- C. A waiver of the training requirement will be permitted for all current drivers who have been trained and in service for six consecutive months. In the event the existing contractor is displaced by a new contractor, RTC encourages the hiring of current paratransit taxi service-experienced drivers.
- D. The contractor will also provide all management and other staff with sensitivity and passenger assistance methods training.
- E. Refresher training will be required for all employees on a biannual basis and on an as-needed basis.
- F. Describe in detail the proposed training program and how it will meet the above and other perceived local needs.

Other Requirements

- A. Produce a full range of regular and ad hoc reports as required by RTC.
- B. Meet with RTC and RTC ACCESS management to review service and coordinate activities.
- C. Drivers shall be required to maintain a neat, clean, professional appearance at all times while on duty. Permanent name tags will be worn by drivers at all times while on duty.

Transition/Implementation Plan

RTC places great priority on operating a stable, reliable RTC ACCESS service which is responsive to customer needs. It is imperative to have a smooth transition of service with minimal negative impact

on RTC ACCESS passenger services. Experience around the country indicates that the possibility of transitional problems is very real. Without an effective, well-planned transition, the service could deteriorate prior to implementation and during the year following.

Responses to this section are to be in detail, describing how your firm typically addresses transition/implementation issues and defuses potentially explosive problems. Develop a detailed transition/implementation plan that will include all of the tasks necessary to successfully implement the project and a detailed timeline of when critical details will be concluded. This plan should include each detailed step, when it will be implemented, and by whom. Particular detail should be given to staffing, coordination with RTC ACCESS and training staff.

Adherence To Performance Standards

Performance standards are listed below. Please note that RTC may elect to lift the penalties during times of extreme weather conditions that may inhibit the ability to perform up to standard. Standards will be implemented effective the second month of the contract and will be adjusted when necessary by RTC, with the agreement of the contractor.

Service Standards

Strict adherence to service performance standards set forth in this document is required of service provided by the contractor under the contract. Damage to RTC caused by any failure of the contractor to adhere to those standards could be severe. Service completed with drivers or vehicles that do not meet the requirements of the contract will be deemed as failing to meet service performance standards.

RTC reserves the right to redefine these system performance standards should the passenger pickup window be modified or other modifications made which have major effects on system performance.

- A. Valid complaints should not exceed 1 per 1,000 one way trips. The validity of complaints (regarding any aspect of the service) will be verified and determined by RTC staff designated for that role. This will be calculated on a monthly basis.
- B. Ride time will not exceed 60 minutes. In addition, an average ride time performance standard will be developed after service has been initiated.
- C. Collision accidents will not exceed 3.5 per 100,000 revenue vehicle miles. Failure to report any accident or incident resulting in an injury to designated RTC personnel within eight hours will result in a \$200 penalty.
- D. Passenger accidents will not exceed 1.5 per 100,000 revenue vehicle miles. Failure to report any accident or incident resulting in an injury to designated RTC personnel within eight (8) hours will result in a \$200 penalty.
- E. All vehicles will receive preventive maintenance within the required time frames. This includes insuring that the vehicles stay clean and are free of dents, rust or other defects.

- F. Road calls will not exceed 1 per 5,000 revenue vehicle miles of service. In the event that a vehicle is disabled, all passengers on board will be picked up by another vehicle(s) within 30 minutes. This time period will be adjusted in the event of extreme weather.
- G. Vehicles will be on time a minimum of 90% of the time. "On time" is defined as picking up the passenger within 15 minutes before to 15 minutes after the stated time for pre-scheduled pickup times and within 45 minutes of notification that the passenger is ready for will-call trips. This will be monitored by field observation and driver logs.
- H. A penalty of \$10 will be assessed for each time a driver manifest is not completed by the driver at the time of pickup or drop off.

4.5 Service Level and Design

The contractor shall furnish sufficient staff, vehicles, and two-way radios to respond to RTC's demand for service. The contractor shall provide a description of its vehicle maintenance program, and will make its equipment available to RTC for periodic inspection upon RTC's request. The contractor must be able to provide service during all hours specified, at accustomed volumes of service, within on-time standards.

All requests for service shall be received and processed by RTC ACCESS Dispatch. RTC ACCESS shall daily develop lists of approved passenger trips, manifests and transmit service requests to the contractor. These service requests will be made verbally over the telephone, in writing, by facsimile (fax) transmission or via e-mail. It will be the contractor's responsibility to equip its dispatch office with a fax machine and computer suitable for such transmissions unless the contractor can assure RTC of other means of adequate and timely communication. In some cases, such as for subscription service, service requests may be forwarded several hours, or possibly days, in advance. However, all trips are to be performed within the specified on-time windows.

The contractor's night service shall be available 365 days a year for passenger pickups between 8:00 pm and 5:59 am. Contractor shall also provide transportation during the remainder of the day for additional RTC ACCESS trips as assigned by RTC ACCESS Dispatch. Through RTC ACCESS, RTC will authorize passenger pickups to be made by the taxi contractor. Only requests made and scheduled through RTC ACCESS are eligible for reimbursement. RTC reserves the right to change the policies and/or hours governing the use of this service when and as it chooses in the best interest of RTC and its passengers.

The contractor shall collect the appropriate fare from the RTC ACCESS client, payable with a RTC/RTC ACCESS ticket. RTC shall be invoiced for the balance of the fare. The meter time shall begin when the rider is in the vehicle unless waiting time is requested. RTC shall monitor trip lengths and only pay reasonable distance costs. Trips of excessive length shall not be paid by RTC.

Any passenger with "Attendant Authorized" on his/her RTC ACCESS ID card may have one Personal Care Attendant (PCA) ride with them without the PCA paying a fare. All other companions must pay normal fare.

Fares received in the form of tickets are to be entered in the space provided on the charge ticket and will not be deducted from the invoiced amount on the trip ticket if the tickets are turned in with the trip ticket. In the

absence of tickets being turned in the appropriate amount will be deducted from the trip ticket invoiced amount.

As this is an extension of a public transit service, the driver shall not expect, request or require a tip. Any differentiation in treatment of passengers based on non-receipt of a tip will be treated as a contract violation. RTC will include a contract amount for tips in its payment for trips provided.

The contractor shall comply with all local, state and federal regulations governing its operation.

The contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and proceed immediately to a medical facility for help or follow emergency directions, such as provided through 911. The contractor's dispatch must contact RTC ACCESS immediately after making appropriate emergency arrangements.

The contractor shall not subcontract with other transportation providers or any other individual or organization to deliver the service outlined herein without the express written approval of RTC. All terms and conditions contained herein will become part of any subcontract arrangements proposed.

When transporting passengers under the contract, the contractor's vehicles shall be dedicated to the exclusive use of RTC. Passengers whose trips were not specifically requested or authorized by RTC or RTC passengers shall not be concurrently transported with passengers whose trips were requested by RTC.

The contractor is to ensure that all drivers have valid Nevada State Driver's Licenses. Drivers' records are to be screened to insure that no driver has a conviction for a crime or moving violation within the past five (5) years. Drivers are to be screened for appropriate backgrounds.

The contractor is also required to adopt appearance standards and to conduct training in courtesy, similar to those of RTC ACCESS. The contractor will be required to make drivers available for ADA sensitivity training and training sessions in passenger assistance techniques to ensure that they have a complete understanding of the client groups they will be asked to transport, and how to assist them with their special needs. This passenger assistance training will be provided by MV Transportation on a train-the-trainer basis.

RTC requires that all drivers employed by the contractor undergo and pass a physical, including a drug/alcohol test that meets RTC's minimum standards. In addition, RTC requires any person in a safety sensitive position who does work under the contract to be tested for drug/alcohol on a random basis, when an accident occurs or when reasonable suspicion exists per RTC policy. Any driver tested for an accident or for reasonable suspicion will not be permitted to perform service for RTC under the contract until acceptable test results are known, accepted and approved by RTC.

Prior to providing services for RTC by any driver, the driver shall be administered a drug and alcohol test, and the contractor must certify to RTC that he or she has passed the test. RTC's Paratransit Administrator is to be authorized to have access to the test results and RTC reserves the right to audit, at any time, any aspect

of the contractor's drug and alcohol program to insure compliance with applicable laws and the terms of the specification.

The contractor's supervisory personnel may participate, at no cost to the contractor, in any in-house training sponsored by RTC for its personnel. The cost of any and all physicals, drug/alcohol test, testing equipment and any other cost associated with this requirement shall be the responsibility of the contractor. The contractor must abide by and adhere to RTC's Alcohol/Drug policy. A copy of RTC's Alcohol/Drug policy will be given to the contractor to facilitate full compliance.

4.6 Compensation

The contractor shall submit statements summarizing driver trip tickets to RTC monthly. Records will be kept on every passenger trip provided under this contract on trip tickets provided by RTC. All trip tickets for rides provided shall be completed and submitted with the monthly statement.

By submitting an invoice to RTC, the contractor certifies that all amounts billed are in accordance with this Agreement for services provided. Invoices will be paid within 30 days of receipt for approved charges.

RTC will compensate the contractor only for those paratransit trips scheduled and ordered by RTC. Trips provided will be paid based upon a fully completed trip ticket, and under the terms detailed below.

For purposes of the contract, charges shall be based upon a boarding fee (meter drop) plus distance traveled by the vehicle with passengers on board. For shared rides, mileage begins at the point of first boarding and ends at the point of discharge of the last passenger. An administrative fee may also be charged for record keeping. In accordance with ADA paratransit regulations, there may be no surcharge for wheelchair transport.

For purposes of the contract, a "no-show" shall be defined as a case in which the contractor's driver arrives at the pickup location of a trip ordered by RTC and either the passenger declines to take his or her trip or the passenger cannot be found after reasonable effort by the driver. No-show charges will be paid at the agreed-upon rate to the extent a trip was requested and not canceled by RTC and a completed trip ticket is submitted. If the trip is canceled more than one hour before the scheduled pickup time, the charge will be disallowed. In addition, the driver must be on time for the trip to qualify for no-show payment. Further, in the event of a no-show, the contractor's dispatch must contact RTC ACCESS Dispatch within 24 hours for the no-show charge to be allowable.

No-show charges must be specified in the proposal if a contractor intends to request payment for no-shows.

In the event the RTC chooses to group and order several trips as one continuous sequence of boardings and deboardings, the contractor will charge based on the distance covered from the first boarding to the last deboarding, unless RTC specifies per hour service.

RTC may also purchase taxi service by the hour, in quarter hour increments, with a one half hour minimum. Hourly services will be specifically requested and identified by the RTC when desired. Hourly service charges shall be included in the Cost Proposal. **Include an itemized fee schedule with the Cost Proposal.**

4.7 Driver Identification

All drivers providing service under the contract will also wear a badge or readily identifiable insignia and a name tag with the company name and the driver's own name displayed prominently upon it. The purpose of this requirement is to allow passengers to identify drivers easily. Drivers will be expected to identify themselves upon request for passengers with sight impairments.

4.8 Maintenance and Inspection of Records

The contractor shall maintain detailed records and documentation relating to every trip provided under the terms of the contract.

These records, trip tickets, shall be signed by the passenger, when capable of signing, and shall serve as the basis for reimbursement to the contractor. Specific information required for each trip is as follows:

- a. Contractor's company name.
- b. Date - The month, day and year the trip is provided.
- c. Actual Arrival Time - The hour and minute when the passenger enters the contractor's vehicle.
- d. Actual Pick-Up Time - The hour and minute when the passenger enters the contractor's vehicle.
- e. Actual Drop-Off Time - The hour and minute when the passenger exits the contractor's vehicle.
- f. Driver's Name - The name of the driver providing the trip.
- g. Passenger Name - The first and last name of the passenger for whom the trip is provided.
- h. Trip Authorization Number - A number assigned to the trip by RTC for record keeping purposes and provided to the contractors when the trip is ordered.
- i. Number of Passengers - The total number of passengers transported on the trip, including PCA's identified as such.
- j. From - The address of the location where the passenger boarded.
- k. Hours - Military time when trip commences.
- l. To - The address of the location where the passenger deboarded.
- m. Hours - Military time when trip terminates.

- n. Charge - Amount charged for hourly trip. Any charge for no-shows should be so indicated and entered.
- o. Boarding Charges – Flag drop or meter drop extra charges for passenger pick up.
- p. RTC Fare - RTC fare for a RTC ACCESS ride.
- q. Tickets - Value of RTC ACCESS tickets received towards RTC fare. Must be turned in with trip ticket.
- r. Passenger's Signature - Passenger's signature acknowledging trip. (Driver should make a notation in the event the passenger is unable to sign.)

During the course of the contract, RTC may modify or add to the items included in the above list. RTC will supply updated trip ticket forms to the contractor as necessary. The contractor shall agree to incorporate these modifications into its record keeping process.

The contractor shall keep and maintain, from the time of execution of the contract until three (3) years after receipt of final payment or until all matters are resolved, whichever is latest under the contract, reasonable and reliable detailed records relating to the execution of the contract.

RTC, or its authorized representatives, shall have reasonable access to all trip records, books, documents, papers, and records, including financial records, of the contractor which are directly pertinent to this contract for the purpose of performing an audit or other examination of the records. All records relating to the contract must be maintained and accessible from the time the contract commences until a period not less than three (3) years after contract completion and/or until all other pending matters are closed.

4.9 Safety/Risk Management

The contractor shall be responsible for the oversight of risk management functions, including all aspects of training. The contractor shall institute a safety/risk management program including, at a minimum, mandatory safety training for all personnel and monthly safety meetings for all drivers. The contractor shall provide forms, policies and procedures for accident investigation.

An accident is any contact or collision between the contractor's vehicle and another vehicle, a fixed object, or a person whether or not there is damage or injury, or any occurrence in or near the vehicle which results in injury to a passenger. Injury is defined as a verbal statement of injury from the passenger, an injury that can be seen, or a claim filed for injury.

In addition, a drug and alcohol screen must occur as per the Drug and Alcohol policy above.

The contractor shall report all accidents and incidents to RTC within eight hours of occurrence. This includes all situations where a person, as a result of the accident or incident is injured, and accidents involving significant damage to an RTC vehicle. Preliminary accident reports shall be submitted to RTC on the next working day, including preliminary results of the follow-up investigation.

Monthly accident/incident summaries shall be submitted to RTC, including copies of reports of individual occurrences. Quarterly loss runs shall be submitted to RTC.

The contractor shall be responsible for vehicle insurance and shall provide the RTC with a current Certificate of Insurance.

4.10 Service Area

RTC ACCESS services shall be provided within the service area shown on the RTC ACCESS Service Area Map (Exhibit E). The Service Area may be modified by RTC at its sole discretion. RTC will notify the contractor at least four (4) weeks prior to any change to the Service Area.

4.11 Eligibility

The contractor shall provide transportation services as specified below to persons who meet the following criteria:

- 1) Any individual who has been certified as eligible by virtue of possessing a RTC ACCESS/ADA Paratransit Eligible identification card.
- 2) One PCA who is required by a rider eligible under the criteria to assist him/her while traveling via RTC ACCESS. The eligible individual must have a RTC ACCESS/ADA Paratransit Eligible card bearing the designation "Attendant Authorized". Passengers requiring attendants shall arrange for them at their own expense.
- 3) One companion accompanying the eligible individual. Other companions may be transported on a space available basis.

RTC shall maintain an updated data file listing all eligible riders and provide the contractor with this information. The contractor shall not be responsible for certifying passenger eligibility, but shall insure that only passengers authorized under the above criteria are permitted to utilize RTC ACCESS services. RTC reserves the right to change eligibility requirements at its sole discretion.

4.12 Fares/Donations

A fare of \$1.50 is charged for each taxi service RTC ACCESS-referred passenger. Fare payment may be made by RTC ACCESS tickets only; one ticket is the fare for a one-way trip. Tickets shall be collected and punched by RTC ACCESS/ADA paratransit taxi drivers when riders board the vehicles. **Drivers may not expect, request, accept or require tips or sell tickets.** Attendants do not pay a fare. Companions pay the same fare as eligible RTC ACCESS riders. Passengers without a ticket will be required to sign a form acknowledging that they did not have, and owe RTC ACCESS a ticket.

RTC ACCESS tickets are to be counted by the contractor and submitted to RTC on a monthly basis as verification of fare-paying ridership. No-ticket forms are to be reported to RTC on a monthly basis.

The contractor and its employees are prohibited from soliciting or accepting any tips, gifts or donations of any kind.

4.13 Training of Drivers and Operations Personnel

Contractor shall develop, implement and maintain a formal driver training and retraining program for all drivers, subject to approval by RTC. The program must provide classroom instruction covering defensive driving, vehicle code, vehicle components, first aid, CPR, state laws and regulations, accident/incident procedures, passenger relations, passenger assistance techniques, employee work rules, RTC operating policies, drug and alcohol awareness and behind-the-wheel training under supervision. Drivers shall be trained to operate all types of paratransit taxi service vehicles. At a minimum all drivers shall be required to go through at least four days of classroom training and two weeks of on-board training. Prior to going into revenue service all drivers shall be evaluated by the trainer or supervisor on an individual basis to determine their competence for this position. Drivers shall be certified as having completed this training program before operating any paratransit taxi service vehicle in unsupervised regular service.

Drivers employed by the contractor at the time this contract takes effect shall be trained and certified within sixty (60) days of the effective date of the contract.

On a quarterly basis, the contractor shall provide RTC with a list of drivers who have completed the specified driver training program. The list shall be updated quarterly. Drivers shall receive annual refresher courses and recertification.

Dispatchers and any other personnel who may from time to time be assigned to telephone information lines shall receive sensitivity training, be trained in public relations skills, proper telephone skills (including TTY use), accident and incident procedures, radio procedures, and shall have a detailed knowledge of operating policies.

The contractor shall also provide ongoing sensitivity or empathy training to all employees, focusing on the special needs of people of all ages with disabilities.

Refresher training shall be provided on a biannual basis, or more frequently as needed.

The contractor shall maintain records to verify that all training has been received. Such records should specify course title, course content, training dates, and number of hours for each individual. Such records shall be available for RTC inspection upon request. The contractor shall provide and update an Annual Training Plan.

4.14 Appearance

Drivers shall be required to wear name tags and maintain a neat, clean and professional appearance at all times while on duty.

4.15 Operating Records

Contractor shall maintain complete operating records for the duration of the contract, including the following:

- a. A vehicle log showing vehicle pull-out and pull-in times, driver breaks, and total vehicle service hours for each vehicle.
- b. Complete records of passengers transported and fares collected, including accurate counts of cancellations and no-shows, pickup times and reservation times.
- c. Complete records of customer comments received, including complaints and commendations, the resolution of complaints, and communication back to the customer.

All records shall be available for inspection upon request.

4.16 Monthly Operating Report

The contractor shall submit to RTC, on or before the fifth business day of each month, a report showing the number of passengers transported, number of wheelchairs transported, revenue vehicle hours, revenue vehicle miles, no-shows, on-time performance, accidents, complaints/commendations, and such other data as RTC may require for the previous month. A sample summary page of the report is shown on the Sample Monthly Operating Report (Exhibit G). No-shows will not be counted toward total passenger trips.

4.17 National Transit Database Reporting

The contractor shall comply with all RTC requirements regarding collecting and reporting of the Federal Transit Administration (FTA) National Transit Database (NTD) information.

4.18 Responsibilities of Contractor—Maintenance

The contractor shall be required to protect RTC's investment by providing a high quality maintenance program. The contractor shall have the duties and responsibilities specified below for maintaining paratransit vehicles and equipment under the contract.

4.19 Vehicle Maintenance

The contractor shall be responsible for properly maintaining all vehicles and radios. **Contractor shall never miss a passenger pickup due to a maintenance problem.** The contractor shall be responsible for all repairs and all maintenance costs. The contractor shall maintain all vehicles in safe operating condition, make all repairs in a timely manner, including repair of dents, scratches, and paint. All maintenance shall be performed in accordance with industry accepted procedures. The contractor shall place a specific emphasis on safety. All maintenance work shall be fully documented by work orders and computer records. RTC will audit periodically.

4.20 Preventative Maintenance

The contractor shall have in place during the duration of the contract, a preventative maintenance program approved by RTC which complies with the standards established by the vehicle and equipment manufacturers. All preventative maintenance schedules and inspections shall be documented on forms developed for this purpose and tracked via computer.

4.21 Maintenance Records

The contractor shall maintain complete maintenance records for each vehicle, including preventive maintenance schedules, inspection forms and work orders. Such records shall be available to RTC for inspection.

4.22 Parts Inventory

The contractor shall provide and maintain a parts inventory adequate to prevent excessive down-time and disruption of regular service.

4.23 Vehicle Cleaning

Vehicles shall be kept clean. Exteriors shall be washed at least twice per week, and interiors shall be thoroughly cleaned daily.

4.24 Facilities

The contractor shall provide and maintain all facilities and equipment.

EXHIBITS

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

This section describes the services to be provided by the paratransit taxi provider and the respective responsibilities of the Contractor and the RTC. A glossary of words and terms used in this section are defined in the Glossary, attached hereto as Exhibit C.

1.1 Paratransit Taxi Service

The RTC is seeking proposals from qualified contractors to provide night paratransit taxi and selected daytime paratransit taxi service for people in the Reno-Sparks urbanized area who are RTC ACCESS ADA paratransit clients. These individuals have disabilities which prevent them from independently getting to or from or using RTC RIDE transit buses. The paratransit taxi service must accommodate both ambulatory passengers and individuals who use wheelchairs or scooters (or other mobility devices) in accordance with ADA paratransit regulations. For purposes of this solicitation:

- “night paratransit taxi service” is defined as having scheduled pickups between the hours of 8:00 pm to 5:59 am, every day of the year. RTC ACCESS van service does not operate during these hours.
- selected daytime paratransit taxi service is between 6:00 am and 7:59 pm every day of the year. Those hours are when RTC ACCESS vans operate. It may include long distance passenger trips currently provided by RTC ACCESS vans, will-call rides, peak hour overflow trips, senior citizen rides and/or other trips at the discretion of the RTC. There is no guarantee that any of these trips will be assigned to the taxi provider.

The paratransit taxi service is to be provided throughout the RTC ACCESS Service Area (Exhibit E - RTC ACCESS Service Area Map). This is currently 250 square miles. **Note that due to budget constraints, RTC may, at its sole discretion, reduce the service area and reduce the number of trips from those estimated in this RFP. It is possible but not probable that the number of trips may increase during the term of this agreement. The actual number of trips to be provided under the contract may vary and any estimates in this RFP are not to be construed as guarantees or minimums.** All statistics are estimates and subject to change. Changes in demand, funding and/or service requirements will cause variations in the levels of service during the term of the contract. RTC will notify the contractor at least four (4) weeks prior to any change in service area.

RTC reserves the right to change the policies and/or hours governing the use of this service when and as it chooses in the best interest of RTC and its passengers.

For the purpose of program planning and proposal analysis, it is anticipated that the paratransit taxi service will provide approximately 10,000 passenger rides in FY 2010 (July 1, 2009 to June 30, 2010), depending on the programmatic demands. This is an estimated 25% reduction from

the FY 2009 number of trips due to budget shortfalls and includes taxi rides funded by sales tax and the CitiCare non-profit. **RTC may reduce the service area and estimated amount of work available under this RFP. There is no guarantee of the volume of business resulting from this solicitation.**

MV Transportation has the overall responsibility for providing RTC ACCESS ADA van service van maintenance, all trip reservations and van service dispatching for RTC. All customer requests for RTC ACCESS van and taxi transportation are made through the RTC ACCESS reservations and dispatch center, which then transmits service requests to the taxi contractor by email. Backup communication methods include facsimile (fax) transmission, telephone or in writing (Sample Taxi Charge Ticket - Exhibit F). RTC will only reimburse contractor for trips scheduled through RTC ACCESS reservations and dispatch.

Transportation for wheelchair, scooter or other mobility aid passengers who require an ADA compliant wheelchair accessible vehicle is required and is to have the same availability as service for ambulatory passengers.

Note: Some trips may not involve carrying passengers from their point of origin to their ultimate destination, but instead will be from a point of origin to a connection with transit or paratransit bus, or vice versa. When transporting an ADA eligible passenger to a connection with a transit or paratransit vehicle, the driver must wait with the passenger until the connection arrives and the passenger is safely on the connecting vehicle. The contractor will be notified at the time the trip is scheduled of any special requirements of the passenger(s). The contractor may charge for such waiting time.

1.2 Service Parameters

- a) All services under this contract must comply with applicable local, state and federal laws and regulations.
- b) All services under this contract shall be as specified by RTC. The contractor shall advise RTC of matters of importance and make recommendations when appropriate; however, final authorization concerning service parameters shall rest with RTC.
- c) The contractor shall provide door-to-door, ADA paratransit taxi transportation every day of the year. Service shall be provided throughout the service area designated by the RTC – this area currently covers 250 square miles.
- d) The contractor shall escort passengers between the outside door or lobby of the trip origin or destination and the vehicle and will otherwise provide assistance, especially with packages, as appropriate. The contractor is not to go past lobby areas or cross thresholds into living spaces.

- e) A person must be available to dispatch trips, answer the telephone and communicate with the driver(s) during all hours when a vehicle is on the road, with no exceptions. This enables riders to contact the driver in case of cancellations, inquiries or other information regarding their pre-scheduled trips. Drivers shall not accept reservations.
- f) Supervision must be available locally during all hours when a vehicle is on the road, with no exceptions.
- g) Pickups are to be provided within a 30-minute pickup window, from 15 minutes before to 15 minutes after the stated pickup time.
- h) Pre-scheduled will-call trips are to be provided within 60 minutes of notification by the passenger that s/he is ready to be picked up.
- i) Drivers will wait 5 minutes after announcing their arrival at the outside door or lobby of the pickup location, provided they arrive within the 30-minute window. Drivers must receive permission from the dispatcher prior to leaving that pickup location without their scheduled passenger(s).
- j) Only those people scheduled for service through RTC ACCESS reservations and dispatch are eligible to ride. Their attendants and companions may accompany them as scheduled with RTC ACCESS. Trips must have RTC ACCESS trip ID numbers. Attendants accompanying eligible riders authorized to have attendants will ride free. All other passengers must submit the appropriate number of tickets. Drivers shall not accept tips.
- k) All ADA service criteria and regulations will be adhered to. The contractor's staff must have a full and complete knowledge of all pertinent ADA rules and procedures.
- l) RTC reserves the right to revise any service parameters, as needed, in order to meet budgetary requirements, regulations and service needs.

1.3 RTC Responsibilities

- (a) System Policy and Planning. RTC shall be responsible for all system policy and planning relating to hours and days of operation, level of service, eligibility, service area, and other such service quantity and quality issues. RTC will coordinate with and seek input from the contractor prior to modifying RTC ACCESS service, and will provide advance notice to both the contractor and to the public.
- (b) Marketing/Public Information. RTC will design and implement all marketing and public information programs and materials associated with RTC ACCESS service.

- (c) Monitoring. RTC staff will monitor compliance with the contract and with adopted performance standards by means of meetings, vehicle and site inspections, review of logs and other records, investigation of complaints, and by field observations. The contractor shall cooperate with RTC in any such monitoring activities. RTC will verify the accuracy of invoices and make corrections as necessary.
- (d) Eligibility Certification. Eligibility certification is the sole responsibility of RTC. The contractor will transport all certified passengers, their attendants and companions in accordance with RTC policies and procedures and ADA requirements. RTC ACCESS clients are issued RTC ACCESS ADA Paratransit Eligible ID cards; drivers are to check these ID cards to verify identity and current eligibility. Notify dispatch if the ID card does not match the passenger or is expired.
- (e) Customer Service. RTC will be the only source for accepting passenger commendations and complaints. The contractor shall comply with RTC procedures for responding to all passenger complaints and commendations. All complaints shall be investigated within six (6) working days and appropriate responses made to the person initiating the complaint. Telephone responses are acceptable where immediate action is needed, but documentation of the contact and remedy shall be provided to RTC. Copies of all complaints and the contractor response shall be forwarded to RTC by the next working day.

1.4 Contractor Responsibilities

Taxi Service Program Management

The paratransit taxi service contractor will insure that its portion of RTC ACCESS service is meeting all local, state and federal requirements, including the Americans with Disabilities Act rules and requirements as they pertain to paratransit taxi service. The contractor will produce a full range of regular and ad hoc reports as required by RTC. The contractor will meet with RTC and RTC ACCESS management as needed to review service and coordinate activities. Following are the basic administrative tasks that will be required of the contractor:

- (a) The contractor shall be responsible for the employment and supervision of all employees needed to perform the services provided for herein. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination. RTC shall not interfere with the management of the contractor's normal internal business affairs and shall not attempt to directly discipline or terminate the contractor's employees. It is understood that some taxi drivers lease their vehicles and are technically not 'employees', however the provisions of this paragraph apply.
- (b) Inadequate performance. RTC may advise the contractor of any employee's inadequate performance which has a negative effect on the service being provided. Nothing in this section shall be construed by either the contractor or RTC to be in

conflict with the language and intent of Section 4 – Independent Contractor of the Sample Agreement.

- (c) Establish and implement a uniform set of RTC ACCESS paratransit taxi service provision policies and procedures for all staff. The proposer will be required to develop a full set of policies and procedures for all staff involved in the program. These policies and procedures will be subject to RTC review.
- (d) Operating Records. The contractor shall maintain complete operating records for the duration of the contract, including, but not limited to, the following:
 - (1) Electronic/telephone/fax records showing the date/time any calls were received from RTC ACCESS or customers regarding reservations or cancellations, showing the name and address of the passenger, and the promised and actual pick-up times.
 - (2) A daily computerized trip manifest from RTC ACCESS for each trip.
 - (3) Complete records of passengers transported, mileage traveled, time waited and fares collected, including accurate counts of no shows and cancellations.

All records shall be available for inspection upon request.

(e) **Required Reports.**

Submitted quarterly: The contractor is required to submit to RTC on a quarterly basis:

- 1) Loss runs for the RTC ACCESS program
- 2) Vehicle maintenance data including road calls

Submitted monthly: The contractor is required to submit to RTC on a monthly basis, by the tenth business day of the month:

- 1) A monthly operating report for the previous month. The monthly report shall contain the number of passenger trips, revenue vehicle miles, on-time performance, wheelchair trips, no-shows, cancellations, accidents, and such other data as RTC may require for the previous month. A sample summary part of the report is shown on the Sample Monthly Operating Report (Exhibit G). "No-shows" will not be counted in total passenger trips but must be reported.
- 2) An invoice for work performed in the prior month, derived from and accompanying the above monthly operating report.

- 3) Any customer comments received during the previous month that had not been brought to RTC's immediate attention. The contractor will be the most appropriate entity to promptly respond to and resolve most customer concerns. The contractor shall respond to and resolve these matters, and provide documentation of responses to RTC.

Personnel Training

All driver training will be conducted by the contractor (and any subcontractors if proposed.) This training is considered essential to the provision of a quality service.

- A. The driver and staff training program is to use generally accepted approaches used in the industry as well as those approaches considered standard in Nevada. This will include for drivers: passenger assistance methods, ADA sensitivity, first aid, CPR, policies and procedures, emergency procedures, safety, daily vehicle inspections and defensive driving. Prior to going into revenue service, all drivers are to be evaluated by a trainer or supervisor on an individual basis to determine their competence to operate the vehicle.
- B. Drivers are not to be permitted in revenue service until they have satisfactorily completed all required training.
- C. A waiver of the training requirement will be permitted for all current drivers who have been trained and in service for six consecutive months. In the event the existing contractor is displaced by a new contractor, RTC encourages the hiring of current paratransit taxi service-experienced drivers.
- D. The contractor will provide all management and other staff with ADA sensitivity and passenger assistance methods training.
- E. Refresher training will be required for all employees on a biannual basis and on an as-needed basis.

Adherence To Performance Standards

Performance standards are listed below. Please note that RTC may elect to lift the penalties during times of extreme weather conditions that may inhibit the ability to perform up to standard. Standards will be implemented effective the second month of the contract and will be adjusted when necessary by RTC, with the agreement of the contractor.

Service Standards

Strict adherence to service performance standards set forth in this document is required of service provided by the contractor under the contract. Damage to RTC caused by any failure of the contractor to adhere to those standards could be severe. Service completed

with drivers or vehicles that do not meet the requirements of the contract will be deemed as failing to meet service performance standards.

RTC reserves the right to redefine these system performance standards should the passenger pickup window be modified or other modifications made which have major effects on system performance.

- A. Valid complaints should not exceed 1 per 1,000 one way trips. The validity of complaints (regarding any aspect of the service) will be verified and determined by RTC staff designated for that role. This will be calculated on a monthly basis.
- B. Ride time will not exceed 60 minutes. In addition, an average ride time performance standard will be developed after service has been initiated.
- C. Collision accidents will not exceed 3.5 per 100,000 revenue vehicle miles. Failure to report any accident or incident resulting in an injury to designated RTC personnel within eight (8) hours will result in a \$200 penalty.
- D. Passenger accidents will not exceed 1.5 per 100,000 revenue vehicle miles. Failure to report any accident or incident resulting in an injury to designated RTC personnel within eight (8) hours will result in a \$200 penalty.
- E. All vehicles will receive preventive maintenance within the required time frames. This includes insuring that the vehicles stay clean and are free of dents, rust or other defects.
- F. Road calls will not exceed 1 per 10,000 revenue vehicle miles of service. In the event that a vehicle is disabled, all passengers on board will be picked up by another vehicle(s) within 30 minutes. This time period will be adjusted in the event of extreme weather.
- G. Vehicles will be on time a minimum of 96% of the time. "On time" is defined as picking up the passenger within 15 minutes before to 15 minutes after the stated time for pre-scheduled pickup times and within 60 minutes of notification that the passenger is ready for will-call trips. This will be monitored by field observation and driver logs.

1.5 Service Level and Design

The contractor shall furnish sufficient staff, vehicles, equipment, two-way radios or other electronic media to respond to RTC's demand for service. The contractor must be able to provide service during all hours specified, at accustomed volumes of service, within on-time standards.

The contractor shall collect the appropriate fare from the RTC ACCESS client, payable with a RTC/RTC ACCESS ticket. RTC shall be invoiced for the balance of the fare and the driver's tip. The meter time shall begin when the rider is in the vehicle unless waiting time is requested. RTC shall monitor trip lengths and only pay reasonable distance costs. Trips of excessive length shall not be paid by RTC.

Any passenger with "Attendant Authorized" on his/her RTC ACCESS ID card may have one Personal Care Attendant (PCA) ride with them without the PCA paying a fare. All other companions must pay normal fare.

Fares received in the form of tickets are to be entered in the space provided on the charge ticket and will not be deducted from the invoiced amount on the trip ticket if the tickets are turned in with the trip ticket. In the absence of tickets being turned in the appropriate amount will be deducted from the trip ticket invoiced amount.

As this is an extension of a public transit service, the driver shall not expect, request or require a tip. Any differentiation in treatment of passengers based on non-receipt of a tip will be treated as a contract violation. RTC will include a contract amount for tips in its payment for trips provided.

The contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and proceed immediately to a medical facility for help or follow emergency directions, such as provided through 911. The contractor's dispatch must contact RTC ACCESS immediately after making appropriate emergency arrangements.

The contractor shall not subcontract with other transportation providers or any other individual or organization to deliver the service outlined herein without the prior, express written approval of RTC. All terms and conditions contained herein will become part of any subcontract arrangements proposed.

When transporting passengers under the contract, the contractor's vehicles shall be dedicated to the exclusive use of RTC. Passengers whose trips were not specifically requested or authorized by RTC or RTC passengers shall not be concurrently transported with passengers whose trips were requested by RTC.

The contractor is to ensure that all drivers have valid Nevada State Driver's Licenses. Drivers' records are to be screened to insure that no driver has a conviction for a crime or moving violation within the past five (5) years. Drivers are to be screened for appropriate backgrounds.

The contractor is also required to adopt appearance standards and to conduct training in courtesy, similar to those of RTC ACCESS. The contractor will be required to make drivers available for ADA sensitivity training and training sessions in passenger assistance techniques to ensure that

they have a complete understanding of the client groups they will be asked to transport, and how to assist them with their special needs.

1.6 Fares/Donations

RTC ACCESS fares are paid with pre-purchased tickets and fare collection is the contractor's responsibility. All passengers except attendants are required to pay fares for each trip. A fare of 1 RTC ACCESS ticket per passenger is charged for trips beginning and ending inside the ADA zone and 2 RTC ACCESS tickets per passenger for trips beginning and/or ending outside the ADA zone. Will-call rides require double fares. Tickets will be collected when riders board the vehicles for all passengers except those serving as attendants to RTC ACCESS customers authorized to have an attendant. Companions pay the same fare as eligible RTC ACCESS riders.

Drivers are to immediately invalidate each ticket and submit them the taxi company with their ACCESS manifests. Passengers without a ticket will be required to sign a form acknowledging that they did not have tickets and owe RTC ACCESS a ticket. **Drivers may not expect, request, accept or require tips or sell tickets. The contractor and its personnel are prohibited from soliciting or accepting any tips, gifts or donations of any kind.**

The contractor is to count the RTC ACCESS tickets and submit them to RTC on a monthly basis as verification of fare-paying ridership. Customers owing tickets are to be reported to RTC on a daily basis.

1.7 Compensation

The contractor shall submit statements summarizing driver trip tickets to RTC monthly. Records will be kept on every passenger trip provided under this contract on trip tickets provided by RTC. All trip tickets for rides provided shall be completed and submitted with the monthly statement.

By submitting an invoice to RTC, the contractor certifies that all amounts billed are in accordance with this Agreement for services provided. Invoices will be paid within 30 days of receipt for approved charges.

RTC will compensate the contractor only for those paratransit trips scheduled and ordered by RTC. Trips provided will be paid based upon a fully completed trip ticket, and under the terms detailed below.

For purposes of the contract, charges shall be based upon a boarding fee (meter drop) plus distance traveled by the vehicle with passengers on board. The meter time begins when the rider is in the vehicle unless waiting time is requested. RTC shall monitor trip lengths and pay only reasonable distance costs. Excessively long trips will not be paid by RTC. For shared rides, mileage begins at the point of first boarding and ends at the point of discharge of the last

passenger. An administrative fee may also be charged for record keeping. In accordance with ADA paratransit regulations, there may be no surcharge for wheelchair transport.

For purposes of the contract, a “no-show” shall be defined as a case in which the contractor's driver arrives at the pickup location of a trip ordered by RTC and either the passenger declines to take his or her trip or the passenger cannot be found after reasonable effort by the driver. No-show charges will be paid at the agreed-upon rate to the extent a trip was requested and not canceled by RTC and a completed trip ticket is submitted. If the trip is canceled more than one hour before the scheduled pickup time, the charge will be disallowed. In addition, the driver must be on time for the trip to qualify for no-show payment. Further, in the event of a no-show, the contractor's dispatch must contact RTC ACCESS Dispatch within 24 hours for the no-show charge to be allowable.

No-show charges must be specified in the proposal if a contractor intends to request payment for no-shows.

In the event the RTC chooses to group and order several trips as one continuous sequence of boardings and deboardings, the contractor will charge based on the distance covered from the first boarding to the last deboarding, unless RTC specifies per hour service.

During the course of the contract, RTC may desire to negotiate separate rates for other transportation services (such as regularly scheduled group transportation) not specified herein. In such cases, these additional agreements may be treated as addenda to this contract.

RTC may also purchase taxi service by the hour, in quarter hour increments, with a one half hour minimum. Hourly services will be specifically requested and identified by the RTC when desired. Hourly service charges shall be included in the Cost Proposal.

1.8 Driver Appearance and Identification

Drivers are required to maintain a neat, clean and professional appearance at all times while on duty. All drivers providing service under the contract will also wear a badge or readily identifiable insignia and a name tag with the company name and the driver's own name displayed prominently upon it. The purpose of this requirement is to allow passengers to identify drivers easily. Drivers will be expected to verbally identify themselves at pickup locations.

1.9 Operating Records

All records shall be available for inspection upon request. Contractor shall maintain complete operating records for the duration of the contract, including the following:

- a) A vehicle log showing vehicle pull-out and pull-in times, driver breaks, and total vehicle service hours for each vehicle.

- b) Complete records of passengers transported and fares collected, including accurate counts of cancellations and no-shows, pickup times and reservation times.
- c) Complete records of customer comments received, including complaints and commendations, the resolution of complaints, and communication back to the customer.

The contractor shall maintain detailed records and documentation relating to every trip provided under the terms of the contract. These records, trip tickets, shall be signed by the passenger, when capable of signing, and shall serve as the basis for reimbursement to the contractor. Specific information required for each trip is as follows:

- a. Contractor's company name.
- b. Trip ID number - a number assigned to the trip by RTC for record keeping purposes and provided to the contractors when the trip is ordered.
- c. Customer's ACCESS certification number
- d. Trip date - The month, day and year the trip is provided.
- e. Promised pickup time.
- f. Actual Arrival Time - The hour and minute when the passenger enters the contractor's vehicle.
- g. Actual Pick-Up Time - The hour and minute when the passenger enters the contractor's vehicle.
- h. Actual Drop-Off Time - The hour and minute when the passenger exits the contractor's vehicle.
- i. Driver's Name - The name of the driver providing the trip.
- j. Passenger Name - The first and last name of the passenger for whom the trip is provided.
- k. Riders - The total number of passengers transported on the trip, including PCA's identified as such.
- l. Attendants – the number of attendants scheduled to travel
- m. Pickup Address - The address of the location where the passenger boarded.
- n. Hours - Military time when trip commences.
- o. Dropoff Address - The address of the location where the passenger deboarded.
- p. Hours - Military time when trip terminates.
- q. Equipment – Number of wheelchairs and/or scooters
- r. Charge - Amount charged for hourly trip. Any charge for no-shows should be so indicated and entered.
- s. Tickets – the number of tickets to be collected and the number actually collected. ACCESS tickets must be turned in with the Trip Tickets
- t. Meter – Flag drop or meter drop charges for passenger pick up.
- u. RTC Fare - RTC fare for a RTC ACCESS ride.
- v. No Show – whether the passenger was a no show. If a no show, enter the no show time.
- w. Driver comments

During the course of the contract, RTC may modify or add to the items included in the above list. RTC will supply updated trip ticket forms to the contractor as necessary. The contractor shall agree to incorporate these modifications into its record keeping process.

RTC, or its authorized representatives, shall have reasonable access to all trip records, books, documents, papers, and records, including financial records, of the contractor which are directly pertinent to this contract for the purpose of performing an audit or other examination of the records. All records relating to the contract must be maintained and accessible from the time the contract commences until a period not less than three (3) years after contract completion and/or until all other pending matters are closed.

1.10 Safety/Risk Management

The contractor shall institute a safety/risk management program including, at a minimum, mandatory safety training for all personnel.

Accidents/ Incidents

An accident is any contact or collision between the contractor's vehicle and another vehicle, a fixed object, or a person whether or not there is damage or injury, or any occurrence in or near the vehicle which results in injury to a passenger. Injury is defined as a verbal statement of injury from the passenger, an injury that can be seen, or a claim filed for injury. The contractor shall provide forms, policies and procedures for accident investigation.

The contractor shall report all accidents and incidents to RTC within eight hours of occurrence. This includes all situations where a person, as a result of the accident or incident is injured, and accidents involving significant damage to an RTC vehicle. Preliminary accident reports shall be submitted to RTC on the next working day, including preliminary results of the follow-up investigation.

Monthly accident/incident summaries shall be submitted to RTC, including copies of reports of individual occurrences. Quarterly loss runs shall be submitted to RTC.

Insurance

The contractor shall be responsible for vehicle insurance and shall provide the RTC with a current Certificate of Insurance.

Safety and risk management functions are considered by RTC to be vital to RTC ACCESS's success. RTC requires \$1,500,000 in liability coverage for providing paratransit taxi service.

The contractor will be responsible for oversight of taxi service risk management functions including all aspects of training. The proposer's experience in successful risk management

functions will be an important consideration in evaluating proposals. The contractor will be responsible for the following.

A. The contractor is to demonstrate insurability to the following levels:

1. The contractor must maintain the following insurance in force during the life of the contract. Said liability policies shall provide that RTC be named as additional insured on contractor's policies for the contractor's full limits of coverage. Copies of all insurance certificates, with RTC as additional insured, will be supplied to RTC prior to contract initiation. This insurance will protect the contractor and RTC from claims which may arise from the contractor's or subcontractor's acts or omissions.

a. Workers Compensation and employers liability in accordance with the laws of the State of Nevada.

b. Comprehensive General Liability Insurance to include:

- Premises/operations
- Contractual liability
- Personal injury
- Products/completed operations
- Property damage

With the following minimum limits of liability:

\$1,500,000 per occurrence for bodily injury
\$1,500,000 per occurrence for property damage
\$1,500,000 combined single limits

c. Business Automobile Liability Insurance to cover the use of all owned, hired and non-owned vehicles used for paratransit taxi service. The minimum liability limits will be:

\$1,500,000 per occurrence for bodily injury
\$1,500,000 per occurrence for Property Damage
\$1,500,000 combined limits

B. The contractor will be responsible for paying all increases in vehicle insurance costs due to a poor loss record during the life of the contract.

C. Accident and incident investigation is a critical component of successful risk management. The contractor will be required to develop the forms, and policies and procedures for accident investigation. The contractor will report all incidents and vehicle accidents to RTC within eight hours of the occurrence. This includes all situations where a person, as a result of the accident, may be hurt, and all accidents involving significant damage to the RTC vehicle. Accident reports will be submitted to RTC on the next working day with the

preliminary results of the follow up investigation. Minor incidents and damage may be reported on a monthly basis.

1.11 Substance Abuse Program

The contractor shall comply with the Federal Transit Administration (FTA) requirements for a drug free workplace and implement a substance abuse drug and alcohol policy in compliance with FTA regulations. Annual MIS Reports shall be made in compliance with FTA regulations.

RTC requires that all drivers employed by the contractor undergo and pass a physical, including a drug/alcohol test that meets RTC's minimum standards. In addition, RTC requires any person in a safety sensitive position who does work under the contract to be tested for drug/alcohol on a random basis, when an accident occurs or when reasonable suspicion exists per RTC policy. Any driver tested for an accident or for reasonable suspicion will not be permitted to perform service for RTC under the contract until acceptable test results are known and approved by RTC.

Prior to providing services for RTC by any driver, the driver shall be administered a drug and alcohol test, and the contractor must certify to RTC that he or she has passed the test. RTC's Paratransit Administrator is to be authorized to have access to the test results and RTC reserves the right to audit, at any time, any aspect of the contractor's drug and alcohol program to insure compliance with applicable laws and the terms of the specification.

The contractor's supervisory personnel may participate, at no cost to the contractor, in any in-house training sponsored by RTC for its personnel. The cost of any and all physicals, drug/alcohol test, testing equipment and any other cost associated with this requirement shall be the responsibility of the contractor. The contractor must abide by and adhere to RTC's Alcohol/Drug policy. A copy of RTC's Alcohol/Drug policy will be given to the contractor to facilitate full compliance.

1.12 RTC ACCESS Eligibility

The contractor shall provide transportation services as specified below to persons who meet the following criteria:

- 1) Any individual who has been certified as eligible by virtue of possessing a current RTC ACCESS/ADA Paratransit Eligible identification card.
- 2) One personal care attendant (PCA) to the RTC ACCESS client. The eligible individual must have a RTC ACCESS/ADA Paratransit Eligible card bearing the designation "Attendant Authorized". The attendant will not have an attendant ID card. Attendants must board and alight with the eligible individual. Passengers requiring attendants shall arrange for them at their own expense.

- 3) One companion accompanying the RTC ACCESS client. Other companions may be transported on a space available basis. Companions pay the same fare as eligible riders.

RTC shall maintain an updated data file listing all eligible riders and provide the contractor with this information as it pertains to the trips contractor is required to provide. The contractor shall insure that only passengers authorized under the above criteria are permitted to utilize RTC ACCESS services. RTC reserves the right to change eligibility requirements at its sole discretion.

1.13 Training of Drivers and Operations Personnel

Contractor shall develop, implement and maintain a driver training and retraining program for all drivers, subject to approval by RTC. The program must provide instruction covering defensive driving, vehicle components, first aid, CPR, state laws and regulations, accident/incident procedures, passenger relations, passenger assistance techniques, employee work rules, RTC operating policies, drug and alcohol program and safety. Drivers shall be trained to operate all types of paratransit taxi service vehicles. Prior to going into revenue service all drivers shall be evaluated by the trainer or supervisor on an individual basis to determine their competence for this position. Drivers shall be certified as having completed this training program before operating any paratransit taxi service vehicle in unsupervised regular service.

A waiver of the training requirement will be permitted for all current drivers who have been trained and in service for six consecutive months. Proof of current adult first aid/CPR certification is acceptable and retraining is not required, other than that necessary to keep certifications current.

On an annual basis, the contractor shall provide RTC with a list of drivers who have completed the specified driver training program.

Dispatchers and any other personnel who may from time to time be assigned to telephone information lines shall receive sensitivity training, be trained in public relations skills, proper telephone skills, accident and incident procedures, radio procedures, and shall have a detailed knowledge of operating policies.

The contractor shall also provide ongoing sensitivity training to all employees, focusing on the special needs of people of all ages with disabilities.

Refresher training shall be provided on a biannual basis, or more frequently as needed.

The contractor shall maintain records to verify that all training has been received. Such records should specify course title, course content, training dates, and number of hours for each individual. Such records shall be available for RTC inspection upon request.

1.14 Operating Records

Contractor shall maintain complete operating records for the duration of the contract, including the following:

- a) Vehicle maintenance and use records.
- b) Complete records of passengers transported and fares collected, including accurate counts of cancellations and no-shows, pickup times and reservation times.
- c) Complete records of customer comments received, including complaints and commendations, the resolution of complaints, and communication back to the customer.

All records shall be available for inspection upon request.

1.15 Monthly Operating Report

The contractor shall submit to RTC, on or before the tenth business day of each month, a report showing the number of passengers transported, number of wheelchairs transported, pick up and drop off times, revenue vehicle hours, revenue vehicle miles, no-shows, passenger miles, meter, and total billing. Additional reports shall include on-time performance, accidents, complaints/commendations, and such other data as RTC may require for the previous month. A sample summary page of the report is shown on the Sample Monthly Operating Report (Exhibit G). No-shows will not be counted toward total passenger trips.

1.16 National Transit Database Reporting

The contractor shall comply with all RTC requirements regarding collecting and reporting of the Federal Transit Administration (FTA) National Transit Database (NTD) information.

1.17 Responsibilities of Contractor—Maintenance

The contractor shall be required to protect the safety of RTC ACCESS passengers by providing a high quality maintenance program. The contractor shall have the duties and responsibilities specified below for maintaining paratransit vehicles and equipment under the contract.

The contractor shall be responsible for properly maintaining all vehicles and radios. **Contractor shall never miss a passenger pickup due to a maintenance problem.** The contractor shall be responsible for all repairs and all maintenance costs. The contractor shall maintain all vehicles in safe operating condition, make all repairs in a timely manner, including repair of dents, scratches, and paint. All maintenance shall be performed in accordance with industry accepted procedures. The contractor shall place a specific emphasis on safety. All maintenance work shall be fully documented by work orders and computer records. The contractor shall make its equipment and records available to RTC for periodic inspection upon RTC's request.

1.17.1 Preventative Maintenance

The contractor shall have in place during the duration of the contract, a preventative maintenance program approved by RTC which complies with the standards established by the vehicle and equipment manufacturers. All preventative maintenance schedules and inspections shall be documented on forms developed for this purpose and tracked via computer. All preventive maintenance shall be performed within the FTA-specified intervals of 500 miles before to 500 miles after the scheduled mileage.

1.17.2 Maintenance Records

The contractor shall maintain complete maintenance records for each vehicle, including preventive maintenance schedules, inspection forms and work orders. Such records shall be available to RTC for inspection.

1.17.3 Parts Inventory

The contractor shall provide and maintain a parts inventory adequate to prevent excessive downtime and disruption of regular service.

1.17.4 Vehicle Cleaning

Vehicles shall be kept clean. Exteriors shall be washed at least twice per week, and interiors shall be thoroughly cleaned daily.

1.18 Facilities

The contractor shall provide and maintain all facilities and equipment.

1.19 Transition to a New Taxi Paratransit Contractor

RTC's top priority is to avoid any disruption of ACCESS service in the transition to a new taxi service contractor. The successful proposer must demonstrate that, as contractor, the proposer is willing and able to enter into a service agreement by June 12, 2009 and, on July 1, 2009 begin service as detailed in the Scope of Services and insure an orderly transition. RTC will provide any reasonable assistance to the contractor toward achieving this goal.

In order to minimize problems associated with the transition to a new taxi service provider, it is expected the new service will very closely resemble the service presently provided in terms of service quantity, quality, ADA compliance, passenger assistance, etc. Any departure from this must be approved by RTC staff in advance. Once the transition is complete, RTC will entertain suggestions from the taxi service contractor regarding service improvements, changes in policies or procedures, etc. RTC staff will be available to work closely with the taxi contractor to resolve any of these issues in a timely manner.

Direct costs associated with insuring a smooth transition will be reimbursed by RTC up to the maximum shown in the proposal and approved by RTC.

The contractor must show proof of having the required insurance and appropriate licenses necessary to conduct business in the Reno-Sparks area in order to provide the services described in this RFP.

1.20 Miscellaneous Information

The proposer is also encouraged to submit other information that may be pertinent to the evaluation of the proposal. The proposer should provide an indication of the firm's commitment to applicable federal and state laws concerning Affirmative Action, Equal Employee Opportunity, nondiscrimination, substance abuse control, FLSA and ADA compliance.

EXHIBIT B

COST PROPOSAL FORMS

EXHIBIT B
COST PROPOSAL FORMS

FIVE YEAR COST PROPOSAL

Submitted by: _____ Company: _____
 Title: _____ Telephone: _____
 Signature: _____ Date: _____

| Estimated passenger trips* | Base 10,000 | Base 10,000 | Option Year 1 10,000 | Option Year 2 10,300 | Option Year 3 10,3000 |
|-------------------------------|----------------|----------------|-------------------------|-------------------------|--------------------------|
|-------------------------------|----------------|----------------|-------------------------|-------------------------|--------------------------|

| | <u>Unit Cost</u> | <u>Unit Cost</u> | <u>Unit Cost</u> | <u>Unit Cost</u> | <u>Unit Cost</u> |
|---|------------------|------------------|------------------|------------------|------------------|
| <u>RTC ACCESS/Taxi Service:</u> | | | | | |
| - Initial drop charge | _____ | _____ | _____ | _____ | _____ |
| Distance Charge (\$ per mile) | _____ | _____ | _____ | _____ | _____ |
| <u>Other:</u> | | | | | |
| No-Show (N/S) Charge \$ per N/S | _____ | _____ | _____ | _____ | _____ |
| Driver Tip of \$ per passenger | _____ | _____ | _____ | _____ | _____ |
| Waiting Charge \$ per hour | _____ | _____ | _____ | _____ | _____ |
| Insurance cost per year (if applicable): | _____ | _____ | _____ | _____ | _____ |
| Driver pay per hour of training: | _____ | _____ | _____ | _____ | _____ |

COST EXAMPLE: Provide total costs (including tip) for each of the trips on the attached "SAMPLE RTC ACCESS TAXI TRIPS" form.

*Passenger trip estimates are based on one client per vehicle trip. Approximately 8% of RTC ACCESS trips require a wheelchair accessible vehicle. Provide cost proposals using a blended rate for ambulatory and wheelchair trips.

EXHIBIT B
TRANSITION EXPENSE PROPOSAL

| EXPENSE DESCRIPTION | TRANSITION COSTS |
|----------------------------|-------------------------|
| | |
| | |
| | |
| | |
| | |
| TOTAL | |

The undersigned agrees, if awarded the contract, the services to be performed shall commence after the executed contract documents have been submitted. In submitting a proposal, the proposer affirms that the proposer is sufficiently informed in all matters affecting the contract scope, and that the proposer has checked the proposal for errors and omissions; and that the prices stated in the proposal are correct and as intended by the proposer and are a complete and correct statement of the proposer's cost required by the contract documents. The proposer waives any claims for the return of the proposer's security as a result of errors or omissions claimed to have been made by the proposer in the proposal or for any other reason that causes the proposer's failure to execute the contract.

Proposer: _____
Company Name

Street Address

City, State, Zip Code

Authorized Representative [print name]

Signature of Authorized Representative date

Telephone and Fax Numbers

SAMPLE RTC ACCESS TAXI TRIPS

[illegible]

EXHIBIT C

SUBMITTAL STATEMENT

SUBMITTAL STATEMENT

The undersigned hereby agrees to provide services in accordance with the specifications contained within this RFP, which is on file at the RTC, and has been carefully examined by the proposer. The prices quoted are exclusive of all federal, state, and local taxes.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

In submitting a proposal, the proposer affirms that the proposer is sufficiently informed in all matters affecting the RFP, and that the proposer has checked the proposal for errors and omissions. The proposer also affirms that the prices stated in the proposal are correct and as intended by the proposer and are a complete and correct statement of the proposer's prices for furnishing and/or completing the work required by the RFP documents.

EXHIBIT D

GLOSSARY

GLOSSARY

The following definitions shall apply for the contract:

"Trip" shall mean a vehicle trip to transport of one or more people from a single point of origin to a single destination point by RTC ACCESS.

"Passenger trips" or "passengers" shall mean the number of people transported by RTC ACCESS.

"Attendant", "Personal Care Attendant" or "PCA" shall mean a responsible adult who accompanies a RTC ACCESS eligible rider from that rider's origin address to his/her destination address because the RTC ACCESS eligible rider is unable to travel alone. Authorization to have an attendant must be issued by RTC and is designated by "Attendant Authorized" stamped on the eligible RTC ACCESS rider's RTC ACCESS/ADA Paratransit Eligible card. The contractor shall not collect RTC ACCESS tickets for attendants.

"Companion(s)" shall mean one or more individuals who accompany a RTC ACCESS eligible rider from that passenger's origin address to his/her destination. The contractor shall collect one RTC ACCESS ticket for each certified RTC ACCESS rider and each companion traveling.

"No Show" is the occurrence in which the contractor's driver arrives at the pick-up location of a trip ordered by RTC ACCESS and either the passenger declines to take his/her trip or the passenger cannot be found after reasonable effort by the driver. Driver must be on time for the no-show to qualify for payment.

"On Time" is defined as a 30-minute window extending from fifteen (15) minutes before to fifteen (15) minutes after the scheduled pickup time. For will-call rides, On Time is defined as a 60 minute window extending from the time the taxi provider is notified the passenger is ready for pickup.

"Revenue Vehicle Hour" is defined as the interval during which a revenue vehicle is continuously available for carrying fare-paying passengers, and includes the time between arrival at the pickup location and the time when the passengers have been dropped off, completing the trip. A vehicle is in revenue service despite a no-show or late cancellation if the vehicle remains available for passenger use.

"Revenue Vehicle Mile" is defined as those miles traveled by revenue vehicles during their Revenue Vehicle Hours.

"Non-Revenue Pay Hours" are vehicle hours that are accrued by the contractor when requested by RTC for training, administrative or promotional services. These hours shall be billed at the contracted hourly rate.

"ADA Service Criteria": refer to the ADA paratransit service criteria detailed in 49 Code of Federal Regulations (CFR) Parts 27, 37 and 38. RTC intends to adhere to ADA-mandated standards, including the ADA definitions of trip denials and no-shows.

"Eligible Passengers" are people who have been issued a RTC ACCESS/ADA Paratransit Eligible identification card, or who are being transported to/from an eligibility-determination appointment. Eligible passengers also include those persons designated as attendants to eligible passengers who are being transported at that time, and companions as defined by ADA. The contractor shall not transport any ineligible persons.

EXHIBIT E

RTC ACCESS SERVICE AREA MAP

COLD SPRINGS/
BORDERTOWN

LEMMON
VALLEY

STEAD

SPANISH SPRINGS

SUN VALLEY

VERDI

HIDDEN
VALLEY

DOUBLE
DIAMOND

STEAMBOAT/
VIRGINIA FOOTHILLS

LEGEND

-  **RTC ACCESS** Service Area
-  **ADA** Service Area
-  **RTC RIDE** Bus Routes

EXHIBIT F

SAMPLE TAXI CHARGE TICKET

Trip ID #:

01/03/2008

Cust: DUCKIE, FIDO

Phone: (p) 775-284-9609 (d)

Certif. #: 039146

ADA

Equipment:

Promised Pick Up Time: 01:00

PU Addr: 2001 E PLUMB LN RENO

DROPS AT HANDICAP CURBSIDE/ PICKUPS AT NORTH END

DO Addr: 160 SINCLAIR ST # 278 RENO

1072463

Driver: _____

Driver No: _____ Cab No: _____

Riders: 1 1 # Tickets: _____ # of Riders: _____

TICKET/S OWED:

Attendants: 0 Actual: PU Time: _____ DO Time: _____

Meter: \$ _____ + \$1.00p/Rider Tip

Total: \$ _____

No Show (Y/N): _____ Time: _____

Driver Comments: _____

EXHIBIT G

SAMPLE MONTHLY OPERATING REPORT

RTC Access - Trips By DOR Date

From 01/01/09 to 01/31/09

| Trip ID | Riders | PU/DO | Time | RVH | Meter | RVM | W/Chair | PassMiles | TaxiBilling | Trip Date | Comments |
|-------------|--------|-------|-------|-------|-------|-------|---------|-----------|-------------|------------|----------|
| 01/01/2009 | | | | | | | | | | | |
| 1367590 | 1 | 05:25 | 05:35 | 00:10 | 6.64 | 1.50 | 0 | 1.50 | 8.14 | 01/01/2009 | |
| 1367122 | 1 | 05:36 | 05:41 | 00:05 | 7.10 | 1.67 | 0 | 1.67 | 8.60 | 01/01/2009 | |
| 1367104 | 1 | 05:50 | 06:00 | 00:10 | 7.10 | 1.67 | 0 | 1.67 | 8.60 | 01/01/2009 | |
| 1367553 | 2 | 08:37 | 08:52 | 00:15 | 28.26 | 9.33 | 0 | 18.66 | 31.26 | 01/01/2009 | |
| 1367015 | 1 | 09:25 | 09:40 | 00:15 | 23.20 | 7.50 | 0 | 7.50 | 24.70 | 01/01/2009 | |
| Daily Total | 6 | | | 0:55 | 72.30 | 21.67 | 0 | 31.00 | 81.30 | | |
| 01/02/2009 | | | | | | | | | | | |
| 1363320 | 0 | 00:01 | 00:01 | 00:00 | 0.00 | 0.00 | 0 | 0.00 | 7.40 | 12/27/2008 | |
| 1365738 | 0 | 00:01 | 00:01 | 00:00 | 0.00 | 0.00 | 0 | 0.00 | 7.40 | 01/01/2009 | |
| 1365369 | 1 | 00:06 | 00:24 | 00:18 | 28.72 | 9.50 | 0 | 9.50 | 30.22 | 12/29/2008 | |
| 1367090 | 1 | 00:09 | 00:21 | 00:12 | 24.12 | 7.83 | 0 | 7.83 | 25.62 | 12/31/2008 | |
| 1365371 | 1 | 00:10 | 00:25 | 00:15 | 30.10 | 10.00 | 0 | 10.00 | 31.60 | 12/30/2008 | |
| 1366981 | 2 | 01:08 | 01:17 | 00:09 | 16.76 | 5.17 | 0 | 10.34 | 19.76 | 01/01/2009 | |
| 1367083 | 1 | 04:10 | 04:25 | 00:15 | 28.26 | 9.33 | 0 | 9.33 | 29.76 | 12/30/2008 | |
| 1365176 | 1 | 04:10 | 05:05 | 00:55 | 45.68 | 15.64 | 0 | 15.64 | 47.18 | 12/31/2008 | |
| 1366047 | 1 | 04:30 | 05:00 | 00:30 | 46.76 | 16.04 | 0 | 16.04 | 48.26 | 12/31/2008 | |
| 1367312 | 1 | 04:45 | 04:56 | 00:11 | 19.98 | 6.33 | 0 | 6.33 | 21.48 | 12/30/2008 | |
| 1363278 | 1 | 04:56 | 05:09 | 00:13 | 19.06 | 6.00 | 0 | 6.00 | 20.56 | 12/27/2008 | |
| 1366022 | 1 | 04:58 | 05:10 | 00:12 | 19.06 | 6.00 | 0 | 6.00 | 20.56 | 12/31/2008 | |
| 1365725 | 1 | 05:01 | 05:13 | 00:12 | 19.52 | 6.17 | 0 | 6.17 | 21.02 | 01/01/2009 | |
| 1364133 | 1 | 05:01 | 05:14 | 00:13 | 19.06 | 6.00 | 0 | 6.00 | 20.56 | 12/30/2008 | |
| 1362703 | 1 | 05:02 | 05:15 | 00:13 | 19.06 | 6.00 | 0 | 6.00 | 20.56 | 12/27/2008 | |
| 1366020 | 1 | 05:04 | 05:15 | 00:11 | 18.14 | 5.67 | 0 | 5.67 | 19.64 | 12/29/2008 | |
| 1363729 | 1 | 05:10 | 05:25 | 00:15 | 31.02 | 10.33 | 0 | 10.33 | 32.52 | 12/29/2008 | |
| 1366934 | 1 | 05:13 | 05:26 | 00:13 | 6.64 | 1.50 | 0 | 1.50 | 8.14 | 01/02/2009 | |
| 1367966 | 1 | 05:18 | 05:38 | 00:20 | 44.36 | 15.17 | 0 | 15.17 | 45.86 | 01/02/2009 | |
| 1363665 | 1 | 05:19 | 05:28 | 00:09 | 14.46 | 4.33 | 0 | 4.33 | 15.96 | 12/29/2008 | |
| 1366727 | 1 | 05:19 | 05:28 | 00:09 | 14.46 | 4.33 | 0 | 4.33 | 15.96 | 01/02/2009 | |
| 1367377 | 1 | 05:20 | 05:40 | 00:20 | 41.60 | 14.17 | 0 | 14.17 | 43.10 | 01/01/2009 | |
| 1364409 | 1 | 05:25 | 05:35 | 00:10 | 22.74 | 7.33 | 0 | 7.33 | 24.24 | 12/30/2008 | |
| 1366017 | 1 | 05:25 | 05:31 | 00:06 | 6.64 | 1.50 | 0 | 1.50 | 8.14 | 12/30/2008 | |
| 1364478 | 1 | 05:26 | 05:38 | 00:12 | 15.38 | 4.67 | 0 | 4.67 | 16.88 | 12/28/2008 | |
| 1367781 | 1 | 05:29 | 05:38 | 00:09 | 15.38 | 4.67 | 0 | 4.67 | 16.88 | 01/01/2009 | |
| 1368580 | 1 | 05:29 | 05:36 | 00:07 | 7.10 | 1.67 | 0 | 1.67 | 8.60 | 01/02/2009 | |
| 1363893 | 1 | 05:29 | 05:45 | 00:16 | 23.20 | 7.50 | 0 | 7.50 | 24.70 | 12/28/2008 | |
| 1364798 | 1 | 05:30 | 05:50 | 00:20 | 39.76 | 13.50 | 0 | 13.50 | 41.26 | 12/29/2008 | |
| 1366449 | 1 | 05:30 | 05:47 | 00:17 | 37.00 | 12.50 | 0 | 12.50 | 38.50 | 12/30/2008 | |
| 1366008 | 1 | 05:30 | 05:43 | 00:13 | 23.20 | 7.50 | 0 | 7.50 | 24.70 | 01/01/2009 | |
| 1362505 | 1 | 05:30 | 05:55 | 00:25 | 44.36 | 15.17 | 0 | 15.17 | 45.86 | 12/25/2008 | |

RTC Access - Trips By DOR Date

From 01/01/09 to 01/31/09

| Trip ID | Riders | PU/DO Time | RVH | Meter | RVM | W/Chair | PassMiles | TaxiBilling | Trip Date | Comments |
|-------------|--------|-------------|--------|-----------|----------|---------|-----------|-------------|------------|----------|
| 1382977 | 1 | 21:42 22:02 | 00:20 | 34.70 | 11.67 | 0 | 11.67 | 36.20 | 01/22/2009 | |
| 1382561 | 1 | 22:00 22:30 | 00:30 | 36.54 | 12.33 | 0 | 12.33 | 38.04 | 01/22/2009 | |
| 1383343 | 1 | 22:02 22:15 | 00:13 | 14.00 | 4.17 | 0 | 4.17 | 15.50 | 01/22/2009 | |
| 1384597 | 1 | 22:03 22:12 | 00:09 | 14.00 | 4.17 | 0 | 4.17 | 15.50 | 01/24/2009 | |
| 1387052 | 1 | 22:03 22:13 | 00:10 | 14.00 | 4.17 | 0 | 4.17 | 15.50 | 01/26/2009 | |
| Daily Total | 125 | | 31:45 | 2,833.28 | 918.79 | 0 | 948.63 | 3,035.58 | | |
| 01/30/2009 | | | | | | | | | | |
| 1387721 | 1 | 04:20 04:46 | 00:26 | 39.72 | 13.49 | 0 | 13.49 | 41.22 | 01/29/2009 | |
| 1390149 | 1 | 05:03 05:15 | 00:12 | 14.00 | 4.17 | 0 | 4.17 | 15.50 | 01/30/2009 | |
| 1388671 | 2 | 05:20 05:30 | 00:10 | 6.18 | 1.33 | 0 | 2.66 | 9.18 | 01/30/2009 | |
| 1387804 | 1 | 05:21 05:35 | 00:14 | 23.20 | 7.50 | 0 | 7.50 | 24.70 | 01/29/2009 | |
| 1386532 | 1 | 05:44 05:57 | 00:13 | 17.68 | 5.50 | 0 | 5.50 | 19.18 | 01/28/2009 | |
| 1388467 | 1 | 05:45 05:55 | 00:10 | 9.86 | 2.67 | 0 | 2.67 | 11.36 | 01/30/2009 | |
| 1389873 | 1 | 05:45 05:49 | 00:04 | 6.64 | 1.50 | 0 | 1.50 | 8.14 | 01/30/2009 | |
| 1390258 | 1 | 05:48 05:59 | 00:11 | 19.52 | 6.17 | 0 | 6.17 | 21.02 | 01/30/2009 | |
| 1391860 | 1 | 05:50 06:00 | 00:10 | 13.08 | 3.83 | 0 | 3.83 | 14.58 | 01/31/2009 | |
| 1389887 | 1 | 06:00 06:08 | 00:08 | 6.64 | 1.50 | 0 | 1.50 | 8.14 | 01/30/2009 | |
| 1389755 | 1 | 06:55 07:30 | 00:35 | 48.96 | 16.83 | 0 | 16.83 | 50.46 | 01/30/2009 | |
| 1389911 | 1 | 07:55 08:14 | 00:19 | 37.00 | 12.50 | 0 | 12.50 | 38.50 | 01/30/2009 | |
| 1389454 | 1 | 07:56 08:15 | 00:19 | 19.06 | 6.00 | 0 | 6.00 | 20.56 | 01/30/2009 | |
| 1388388 | 1 | 08:00 08:20 | 00:20 | 33.78 | 11.33 | 0 | 11.33 | 35.28 | 01/30/2009 | |
| 1389722 | 1 | 08:20 08:38 | 00:18 | 14.92 | 4.50 | 0 | 4.50 | 16.42 | 01/30/2009 | |
| 1388519 | 1 | 08:20 08:35 | 00:15 | 27.34 | 9.00 | 0 | 9.00 | 28.84 | 01/30/2009 | |
| 1390151 | 1 | 08:45 09:18 | 00:33 | 37.00 | 12.50 | 0 | 12.50 | 38.50 | 01/30/2009 | |
| 1389602 | 1 | 10:10 10:18 | 00:08 | 14.92 | 4.50 | 0 | 4.50 | 16.42 | 01/30/2009 | |
| 1389950 | 1 | 10:20 10:32 | 00:12 | 9.86 | 2.67 | 0 | 2.67 | 11.36 | 01/30/2009 | |
| Daily Total | 20 | | 4:57 | 399.36 | 127.49 | 0 | 128.82 | 429.36 | | |
| 01/31/2009 | | | | | | | | | | |
| 1390945 | 1 | 05:30 05:40 | 00:10 | 15.84 | 4.83 | 0 | 4.83 | 17.34 | 01/31/2009 | |
| 1390832 | 1 | 05:30 05:35 | 00:05 | 6.18 | 1.33 | 0 | 1.33 | 7.68 | 01/31/2009 | |
| 1391702 | 1 | 05:32 05:38 | 00:06 | 7.10 | 1.67 | 0 | 1.67 | 8.60 | 01/31/2009 | |
| 1390789 | 1 | 05:35 05:44 | 00:09 | 8.94 | 2.33 | 0 | 2.33 | 10.44 | 01/31/2009 | |
| 1389967 | 1 | 07:58 08:13 | 00:15 | 17.68 | 5.50 | 0 | 5.50 | 19.18 | 01/31/2009 | |
| 1389985 | 1 | 08:05 08:30 | 00:25 | 30.10 | 10.00 | 0 | 10.00 | 31.60 | 01/31/2009 | |
| 1390141 | 1 | 09:25 09:35 | 00:10 | 24.58 | 8.00 | 0 | 8.00 | 26.08 | 01/31/2009 | |
| 1389986 | 1 | 10:00 10:40 | 00:40 | 31.48 | 10.50 | 0 | 10.50 | 32.98 | 01/31/2009 | |
| 1391911 | 1 | 11:32 11:50 | 00:18 | 13.54 | 4.00 | 0 | 4.00 | 15.04 | 01/31/2009 | |
| Daily Total | 9 | | 2:18 | 155.44 | 48.16 | 0 | 48.16 | 168.94 | | |
| Grand Total | 877 | | 220:35 | 18,543.78 | 5,961.65 | 19 | 6,188.98 | 20,082.28 | | |

EXHIBIT H

GENERAL PROVISIONS

EXHIBIT H

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.
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. **Payments to Contractor.**

Compensation. Except as otherwise provided herein, within thirty (30) calendar days after final acceptance of 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.

9. 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/her/its 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.

10. 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.

11. 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

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, 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.

12. Single Bid 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.

13. Continuing Obligation. The proposer agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of the 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.

14. 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.

EXHIBIT I

FTA REQUIRED CLAUSES AND PROTEST PROCEDURES

FTA ASSISTED REQUIRED CLAUSES FOR CAPITAL AND PROFESSIONAL SERVICE PROCUREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), FTA and are therefore subject to the applicable grant terms, conditions, and regulations.

Accordingly, any contractor and its subcontractors performing activities under this contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted.

The prime contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

1. Buy America Requirements (applicable to bids \$100,000 or more). The Buy America requirement provides that Federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products, as defined by the FTA, used in such projects are produced in the United States. As a condition of responsiveness, the bidder must submit as part of its bid a completed "Buy America Certificate". The Recipient agrees to comply with 49 U.S.C. 5323(j), FTA's Buy America regulations at 49 C.F.R. Part 661, and any implementing guidance FTA may issue. The submission of a false certification is a criminal act and in violation of 18 U.S. Code 1001. Therefore, any Contractor who submits a written response to this procurement solicitation must certify and submit either the compliance or the non-compliance "Buy America Certificate" attached.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

A bidder or proposer must submit to the RTC the appropriate Buy America certification (attached) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

2. Non-Collusion. The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer and that it has not been communicated by the proposer to anyone not an employee or agent or surety of the proposer. Proposers are required to furnish a Federal Non-collusion Affidavit (attached). Failure to submit the signed affidavit at the time of proposal opening shall be grounds for disqualification of the Proposal.

3. Incorporation of FTA Terms. General Contract Provisions, includes, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests that would cause RTC to be in Violation of the FTA terms and conditions.

4. **Fly America.** The Recipient understands and agrees that the Federal Government will not participate in the costs on international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.- flag air carriers to the extent service by U.S. - flag air carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers", 41 CFR. 301-131 through 301.143.

5. **Non-Discrimination Assurance.** The Contractor, subrecipients or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the RTC deems appropriate as specified in the contract.

6. **Prompt Payment Provision.** The prime contractor must pay subcontractor for satisfactory performance of their contracts no later than 10 days from the receipt of payment made to the prime by the RTC. Prompt return of retainage payments from the prime contractor to the subcontractor will be made within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with the RTC's prior written approval. If the prime contractor determines the work of the subcontractor to be unsatisfactory, it must notify the RTC's project manager and DBE Liaison Officer immediately in writing and state the reasons. Failure by the prime contractor to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in the contract or any other options listed in 49 CFR Section 26.29.

7. **Prohibitions Against Exclusionary Or Discriminatory Specifications.** Apart from inconsistent requirements imposed by Federal statute or regulations, the Recipient agrees that it will comply with the requirements of 49 U.S.C. 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

8. **Geographic Restrictions.** The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA, such as stated in Subsection 15.1 of the Master Agreement.

9. **Non-Discrimination.** During the performance of this contract, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- (a) **Compliance with Regulations.** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination.** Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) **Solicitations for Subcontracts, including Procurement of Materials and Equipment.** In all solicitations, whether by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of the Contractor obligations under

this contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

- (d) Information and Reports. Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required, or such information is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to RTC, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to Contractor under the contract until Contractor complies; and/or (2) cancellation, termination, or suspension of the contract, in whole or in part.

10. Incorporation of Provisions. Contractor shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Contractor may request RTC to enter into such litigation to protect the interests of RTC.

Affirmative Action in Employment

Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973.

- (a) Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) Contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor pursuant to the act.
- (c) In the event of Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the secretary of labor pursuant to the act.
- (d) Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).

11. Third Party Rights. Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third party beneficiary or otherwise.

12. Interest of Members of Congress. No member of or delegate to the Congress of the United States may be admitted to any share or part of this agreement or to any benefit arising therefrom.

13. Interest of Public Officials. No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits thereof.

14. Federal Changes. Contractor shall at all time comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

15. Recovered Materials. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. Civil Rights. The following requirements apply to the underlying contract:

- (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5532, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
 - (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. Covenants Against Gratuities. The Contractor shall not offer or provide gifts, favors, entertainment, or any other gratuities of monetary value to any official, employee, or agent of the RTC during the period of this contract or for a period of one year thereafter.

18. Ineligible Contractors. In the event the Contractor is on the comptroller General's List of Ineligible Contractors for federally financed or assisted projects, this contract may be canceled, terminated, or suspended by the RTC.

19. Provisions for Resolution of Disputes or Breaches. The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly: (1) The Recipient agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation pertaining to the Project. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees in informing the FTA before doing so. (2) The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third party recovery, except that liquidated damages recovered may be returned to the Project Account in lieu of returning the Federal Share to the Federal Government. (3) The Recipient agrees to pursue all legal rights available under any third party contract. (4) FTA reserves the right to concur in any compromise or settlement of any claim involving Project and the Recipient. (5) FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

20. Access Requirements for Persons with Disabilities ADA. The contractor agrees to comply with the requirements of 49 U.S.C. 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;

- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/ U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 C.F.R. Part 1192 and 49 C.F.R. part 38;
- (4) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
- (5) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 36;
- (6) U.S. GSA regulations, "Accommodations for Physically Handicapped", 41 C.F.R. subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission," Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

21. Notice of Federal Requirements. New Federal laws, regulations, policies and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

22. Records Retention/Audit and Inspection of Records.

- (A) The Contractor shall permit the authorized representatives of RTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract until the expiration of three years after final payment under this contract.
- (B) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that RTC, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (C) The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

23. No Federal Government Obligations To Third Parties By Use Of A Disclaimer. The recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipients, any third party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipients and third party contractor.

24. Program Fraud And False Or Fraudulent Statements And Related Acts. The Recipient acknowledges and agrees as follows:

- (A) The Recipient acknowledges that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may be applicable, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.
- (B) The Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

25. Prohibitions.

- (A) Section 1352 of Title 31, United States Code, among other things. Prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant loan, or cooperative agreement.
- (B) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (C) The prohibitions of the Act do not apply under the following conditions:
 - (1) Agency and legislative liaison by own employees. The prohibition on the use of appropriated funds, in subparagraph B.1 of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

26. Cargo Preference: Use of United States Flag Vessels, 46 CFR, Part 381. The proposer agrees to utilize privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels, and the proposer agrees to furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the loading of shipments originating outside the United States, a legible copy of a rate, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph above to RTC (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C., 20230, marked with appropriate identification of the project.

27. Equal Employment Opportunity. In connection with the execution of this Contract, the proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. The proposer shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The proposer shall also insert a similar provision in all subcontracts except subcontracts for standard commercial supplies or raw materials.

28. Clean Water.

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (B) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

29. Clean Air.

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (B) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

30. Patent Rights. If any invention, improvement, or discovery of the RTC or any contractor or subcontractor is conceived or first actually reduced to practice in the course of or under this Contract or Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, and the RTC and the contractor or any subcontractor shall notify the FTA immediately and provide a detailed report. The rights and responsibilities of the RTC, the contractor or subcontractor of any tier, and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

31. Rights in Data & Copyrights. The contractor selected as a result of this solicitation agrees that, as applicable, the use of any data produced or delivered under the terms of said contract, including, but not limited to, engineering drawings and associated lists, specifications, process sheets and technical reports, shall be governed by

provisions of 49 C.F.R. 18.34. In addition, the contractor agrees that it will not publish such data without the written consent of the RTC and, if appropriate, the Federal Government.

32. Environmental Requirements. The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 *et seq.* Consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality", 42 U.S.C. 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures", 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

33. Energy Conservation. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

34. Certification of Contractor Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion. Title 49 CFR Part 29 and Executive Order 12549 establish regulations pertaining to DOT and other federal contractors at any tier, and procedures applicable to their debarment, suspension, ineligibility or exclusion from participation in any DOT or other federal contracts.

Proposers are required to review the above regulations and to complete and submit a Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion (Section 1.4.15), or furnish an explanation as to why the Certification cannot be provided.

The proposer agrees by submitting this Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTC.

The proposer further agrees by submitting this Proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction", in all lower-tier covered transactions over \$25,000 and in all solicitations for lower tier contracts.

35. Restrictions on Lobbying. Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Each proposer is required to review the above referenced Regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations (Section 1.4.16). Pursuant to federal regulations, the proposer is required to have all subcontractors (at any tier) providing more than \$100,000 towards the contract also complete with this Certification, to be included with the proposer's Bid.

36. 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.

37. 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.

38. Breaches and Dispute Resolution.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Contracting Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by RTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, Disputes and other matters in question between the RTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTC is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTC, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

39. Notification Of Federal Participation. In the announcement of any third party contract award for goods for services (including construction services) having an aggregate value of \$500,000 or more, the RTC agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

40. Labor Provisions: Contract Work Hours and Safety Standards Act, 40 U.S.C. Sections 327-33, 29 CFR 5.5.(b).

- (A) Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation no less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

- (B) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Bidder and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such Bidder and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.
- (C) Withholding for Unpaid Wages and Liquidated Damages: DOT, FTA, or RTC shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the Bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
- (D) Subcontractors: The proposer or subcontractor shall insert in any subcontracts the clauses set forth in above paragraphs under the heading of Labor Provisions and shall also require subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.
- (E) The requirements of the clauses contained in 29 CFR Part 5.5. (b) or (a) through (d) above are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The Bidder or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Bidder or the subcontractor for inspection, copying, or transcription by authorized representatives of DOT, the Department of Labor, FTA or RTC. The Bidder or subcontractor will permit such representatives to interview employees during working hours on the job.

41. Transit Employee Protective Agreements. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- (a) General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC 5310(a)(2), and if the U.S. Secretary of Transportation has determined in the future that the employee protective requirements of 49 U.S.C 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C 5333(b), U.S. DOL guidelines at 29CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the State. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- (c) Transit Employee Protective Requirements for Projects authorized by 49 U.S.C. 5311 in Non-urbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S.DOL or any revision thereto.
 - (1) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

42. Drug And Alcohol Testing. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency Regional Transportation Commission, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with 653 and 654 before December 31 each year, and to submit the Management Information System (MIS) reports before March 15 each year to Lea M. Rogers, Paratransit Administrator, RTC, 600 Sutro Street, Reno, NV 89512. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to (select a,b,or c) (a) submit upon request a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval upon request a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, RTC reserves the right to address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

43. Charter Service Operations. The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

44. School Bus Operations. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operation exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles or facilities.

45. Privacy Act Requirements. To the extent that the Recipient, any third party contractor at any tier, any sub-recipient at any tier, or their employees administer any system of records on behalf of the Federal Government, the Recipient agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected sub-recipient at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552 (the Privacy Act). Specifically: (1) the Recipient agrees to obtain the express consent of the Federal Government before it or its third party contractors, sub-recipients, or any of their employees operates a system of records on behalf of the Federal Government; and (2) the Recipient acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act apply to those individuals administering a system of records for the Federal

46. DISADVANTAGED BUSINESS ENTERPRISE (DBE). The Regional Transportation Commission 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.

PROTEST PROCEDURES

1.1 General. Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. RTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to : Regional Transportation Commission, P.O. Box 30002, Reno, Nevada 89520-3002. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- (a) name, address and telephone number of protestor;
- (b) identification of contract solicitation number;
- (c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- (d) a statement as to what relief is requested.

Protests must be submitted to RTC in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

1.2 Protests Before Bid Opening. Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of RTC's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by RTC that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by RTC, the Contracting Officer shall either

(a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.

1.3 Protests After Bid Opening/Prior to Award. Bid protests against the making of an award by the RTC must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the RTC. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by the RTC is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless RTC determines that:

- (a) the items to be purchased are urgently required;
- (b) delivery or performance will be unduly delayed by failure to make award promptly; or
- (c) failure to make award will otherwise cause undue harm to RTC or the federal government.

1.4 Protests After Award. In instances where the award has been made, the contractor shall be furnished with the notice of protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by RTC, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless RTC determines that:

- (a) the items to be purchased are urgently required;
- (b) delivery or performance will be unduly delayed by failure to make award promptly, or
- (c) failure to make award will otherwise cause undue harm to RTC or the federal government.

Appeals and requests for reconsideration of the determination of the Contracting Officer of protests under sections 6.8.2 and 6.8.3 must be submitted to the Executive Director of RTC and received within seven (7) days after the date of written determination by the Contracting Officer. The Executive Director may request additional information of the appealing party and information or a response from other bidders, which shall likewise be submitted in writing to the Executive Director not later than ten (10) days from the date of RTC's request. So far as practicable, appeals will be decided upon the basis of the written appeal, information, and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by RTC that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to respond, and, in such event, the appeal will proceed and will not be delayed by lack of a response. Upon receipt and review of written submissions and any independent investigation deemed appropriate by RTC, the Executive Director shall either (a) render a decision, or (b) at the sole election of the Executive Director, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, the Executive Director shall render a decision, which will be final, and advise all interested parties thereof in writing, but not later than ten (10) days after the informal hearing.

1.5 Protests to FTA. Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

- (a) alleged failure by RTC to have written protest procedures or alleged failure to follow such procedures; or
- (b) alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of RTC's Executive Director is rendered under the RTC protest procedure. In instances where the protestor alleges that RTC failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of RTC's failure to render a final determination in the protest.

1.6 Submission of Protest to FTA. Protests submitted to FTA should be submitted to the FTA Region VIII Office in Denver, Colorado, with a concurrent copy to RTC. The protest filed with FTA shall:

- (a) include the name and address of the protestor;
- (b) identify the RTC project number and the number of the contract solicitation;
- (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow RTC's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible; and
- (e) include a copy of the local protest filed with RTC and a copy of the RTC decision, if any.

EXHIBIT J

13C AGREEMENT

AGREEMENT PURSUANT TO SECTION 13(c) OF THE URBAN
MASS TRANSPORTATION ACT OF 1964, AS AMENDED

WHEREAS, the Regional Transportation Commission of Washoe County, Nevada, ("Recipient"), has made application under the Urban Mass Transportation Act of 1964, as amended ("Act"), for operating and capital assistance, as more fully described in the project application ("Project"); and

WHEREAS, the transit system is managed and operated by Transit Management of Washoe, Citifare, a private management company ("Company"); and

WHEREAS, certain employees of the Company are represented by Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 533 ("Union"); and

WHEREAS, Sections 3(e)(4), 5(n)(1), 9(e)(1) and 13(c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance; and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable:

NOW, THEREFORE, it is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Recipient:

(1) The term "Project", as used in this agreement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of any assistance provided. The phrase "as a result of the Project" shall, when used in this agreement, include events occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this agreement.

(2) The Project, as defined in paragraph (1) shall be performed and carried out in full compliance with the protective conditions described herein.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Company and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Company may otherwise have to direct the working forces and manage its business as it deems best in accordance with the existing collective bargaining agreement.

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(4) The aforesaid obligation of the Recipient to maintain all rights, privileges and benefits under any existing collective bargaining agreement shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of such collective bargaining agreement after such agreement is no longer in effect. Nothing in this agreement shall be deemed to foreclose the right of employees covered by this agreement to utilize any economic measures permitted by law or contract.

(5)(a) In the event the Recipient contemplates any change in the organization or operation of its system which may result in the dismissal or displacement of employees, or rearrangement of the working forces covered by this agreement, as a result of the Project, the Recipient or Company shall do so only in accordance with the provisions of subparagraph (b) hereof. Provided, however, that changes which are not a result of the Project, but which grow out of the normal exercise of seniority rights occasioned by seasonal or other normal schedule changes and regular picking procedures under the applicable collective bargaining agreement, shall not be considered within the purview of this paragraph.

(b) The Company shall give to the unions representing the employees affected thereby, at least sixty (60) day's written notice of each proposed change, which may result in the dismissal or displacement of such employees or rearrangement of the working forces as a result of the Project, by sending certified mail notice to the union representatives of such employees. Such notice shall contain a full and adequate statement of the proposed changes, including an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

At the request of either the Company or the representatives of the affected employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this agreement to any action of the Company as set forth in subparagraph 5(a) shall commence immediately. These negotiations shall include determining the selection of forces from among the employees of other urban mass transportation employers who may be affected as a result of the Project, to establish which such employees shall be offered employment with the Company for which they are qualified or can be trained; not, however, in contravention of collective bargaining agreements relating thereto. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit it to arbitration in accordance with the procedures contained in paragraph (15) hereof. In any such arbitration, final decision

must be reached within sixty (60) days after selection or appointment of the neutral arbitrator. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to §5(2)(f) of the Interstate Commerce Act.

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Company pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee," and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced," and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

Employee's length of service
prior to adverse effect

1 day to 6 years
6 years or more

Period of protection

equivalent period
6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Company, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the Company informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the Company to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or re-training period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Company shall agree upon a procedure by which the Company shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (c) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Company and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this agreement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Company in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the travelling expenses for himself and

members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Company under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Company and the affected employee or his representatives.

(b) If any such employee is laid off within three (3) years after changing his point of employment in accordance with paragraph (12) hereof, and elects to move his place of residence back to his original point of employment, the Company shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (b) of this paragraph (11) and paragraph (12) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Company within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined as of a date sufficiently prior to the date of the Project so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Company shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Company shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Company within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee or his union, and the Company.

In the event they are unable to agree, the dispute or controversy may be referred by the Company or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Company, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the state or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11) (b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

| <u>Length of Service</u> | <u>Separation Allowance</u> |
|---------------------------------|-----------------------------|
| 1 year and less than 2 years | 3 months' pay |
| 2 years and less than 3 years | 6 months' pay |
| 3 years and less than 5 years | 9 months' pay |
| 5 years and less than 10 years | 12 months' pay |
| 10 years and less than 15 years | 12 months' pay |
| 15 years and over | 12 months' pay |

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the

employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(15)(a) In the event there arises any dispute with respect to the protection afforded by this agreement, or with respect to the interpretation, application or enforcement of the provisions of this agreement, not otherwise governed by Section (12)(c) hereof, the Labor-Management Relations Act, as amended, Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective agreement involving the Company and the union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, it may be submitted at the written request of the Company or the union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the union or of the Company or their nominees, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this agreement, the board of arbitration shall meet within fifteen (15) days after the selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision by majority vote of the arbitration board shall be final and binding as the decision of the

arbitration board, except as provided in subparagraph (b) below. All the conditions of the agreement shall continue to be effective during the arbitration proceedings. Authority of the arbitrator shall be limited to the determination of the dispute arising out of the interpretation, application, or operation of the provisions of this agreement. The arbitrator shall not have any authority whatsoever to alter, amend, or modify any of the provisions of any collective bargaining agreement.

(c) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the Company's burden to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71).

(e) Nothing in this agreement shall be construed to enlarge or limit the right of any party to utilize, upon the expiration of any collective bargaining agreement or otherwise, any economic measures which are not inconsistent or in conflict with applicable laws or this agreement.

(16) Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities and obligations accompanying such benefit.

(17) The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his

position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Company, reasonably comparable to that which he held when dismissed, for which he is, or by training or re-training can become, qualified; not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests such training or re-training to fill such vacant position, the Company shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without

good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed, for which he is qualified or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Company to manage and operate the system.

Any such person, enterprise, body or agency, whether publicly or privately owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation and the like. In no event shall these benefits be worsened as a result of the Project.

(21) An employee covered by this agreement who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding, shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this agreement.

(22) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

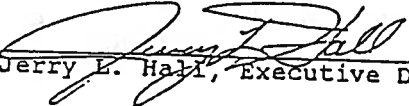
(23) In the event any provision of this agreement is held to be invalid or otherwise unenforceable under the federal, State or local law, such provision shall be re-negotiated for purpose of adequate replacement under Section 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, either party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in this agreement and any other appropriate action, remedy, or relief.

(24) If this Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the Federal Government and the applicant for federal funds, provided, however, that this agreement shall not merge in to the contract of assistance, but shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms, nor shall the collective bargaining agreement between the Union and the operator of the transit system merge into this agreement, but each shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms.

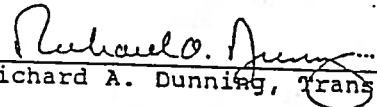
(25) In the event any project to which this agreement applies is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Company or other applicant for federal funds; provided, however, that this agreement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective agreement nor any collective bargaining agreement merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representative this _____ day of December, 1988.

REGIONAL TRANSPORTATION COMMISSION

By 
Jerry L. Hall, Executive Director

TRANSIT MANAGEMENT OF WASHOE, CITIFARE

By 
Richard A. Dunning, Transit Manager

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS, LOCAL UNION NO. 533


By 
Al D. Tarson
Business Representative.

EXHIBIT K

REFERENCES

REFERENCES

List agencies in the United States to which the proposer has completed delivery of similar product or service.

| Agency Name | Location | Contact Person | Telephone No. | Number and Type of Units | Delivery Date |
|--------------------|-----------------|-----------------------|----------------------|-------------------------------------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

COMMENTS: _____

EXHIBIT L

AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION

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

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (of the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids has been arrived at by the Bidder 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 invitation to bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNED _____

FIRM NAME _____

STATE OF _____.

COUNTY OF _____.

This instrument was acknowledged before me on _____ [date]

by _____ [name] as _____ [type of
authority, e.g., officer, trustee, etc.] of _____ [party on behalf of whom instrument
was executed].

(Seal, if any)

Notarial Officer

(Title and rank (optional))

My commission expires (optional): _____

EXHIBIT M

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

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

The Contractor/Primary Participant _____ certifies to the best of its knowledge and belief, that it and its 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 Bid, 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 Bid, 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 Bid.

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.

(Affiant)

(Date)

STATE OF _____.

COUNTY OF _____.

This instrument was acknowledged before me on _____ [date]

by _____ [name] as _____ [type of
authority, e.g., officer, trustee, etc.] of _____ [party on behalf of whom instrument
was executed].

(Seal, if any)

Notarial Officer

(Title and rank (optional))

My commission expires (optional): _____

EXHIBIT N

BUY AMERICA CERTIFICATION

BUY AMERICA CERTIFICATION

The bidder must certify either (A) or (B): (Circle one)

(A) Certificate of Compliance with Section 165(a)

The bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date _____

Signature _____

Company Name _____

Title _____

OR

(B) Certificate for Non-Compliance with Section 165(a)

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (B)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

EXHIBIT O

LOBBYING CERTIFICATION

LOBBYING CERTIFICATION

(To be submitted with a bid or offer exceeding \$100,000)

The Bidder certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER OR PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31, USC §§ 3801 *ET SEQ.* APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of Bidder or Proposer's Authorized Official _____

Name and Title of Bidder or Proposer's Authorized Official _____

Date: _____

(Note: Bidders are required, pursuant to federal law, to include the above language in subcontracts over \$100,000 and to obtain this lobbying certificate from each subcontractor being paid \$100,000 or more under this contract.)

EXHIBIT P

LIST OF SUBCONTRACTORS

EXHIBIT P
LIST OF SUBCONTRACTORS

[illegible]