



REGIONAL TRANSPORTATION COMMISSION

Public Transportation Streets and Highways Planning

To: Prospective Proposers
From: Brad T. McKeachnie, Procurement/ Compliance Analyst
Subject: ADDENDUM Number 1
RTC ACCESS/ADA TAXI PARATRANSIT SERVICE, RFP# RTC9-02PT
Date: 4/24/2009

This constitutes Addendum Number 1 to the Request For Proposal for the RTC ACCESS/ADA TAXI PARATRANSIT SERVICE issued by the Regional Transportation Commission of Washoe County (RTC) on April 8, 2009. This Addendum becomes part of the original RFP package and shall become part of the contract with the successful Proposer.

This Addendum is hereby issued to respond to the questions raised at the non-mandatory pre-proposal meeting held April 14, 2009 at 2:00 P.M. PDT. This Addendum also incorporates clarifications to Section 4.0- Service and Responsibilities.

Proposers are required to sign and return this page acknowledging receipt of Addendum Number 1 in the sealed envelope with the Proposal, prior to 2:00 P.M. on May 8th, 2009. Failure to sign and include this Addendum with the Proposals will be grounds for rejection of the entire proposal.

Sincerely,

Brad T. McKeachnie, Procurement/Compliance Analyst

Company Name

Signature

Printed Name

Title

Date

PARATRANSIT SERVICES BID PRE-PROPOSAL MEETING

April 14, 2009 @ 2:00 PM PDT

Present:

Elisa Rizzo, Procurement & Compliance Administrator, RTC
Brad McKeachnie, Procurement & Compliance Analyst, RTC
Lea Rogers, Paratransit Administrator, RTC ACCESS
Tina Wu, Senior Transit Planner, RTC
Linda Settas, Administrative Assistant, RTC Finance
Gary Meyers, Reno-Sparks Yellow Cab Company
Robin Street, Reno-Sparks Yellow Cab Company

Participation via a conference call:

Megan Brorson, American Logistics

Brad McKeachnie (the lead contact for this RFP) stated that, after this meeting, all questions must be submitted in writing to RTC Procurement by 4/24/09. RTC Procurement's responses to all written questions are due by 4/24/09. These answers and any addendums to the original Request for Proposal (RFP) will be issued to all proposers at that time.

Proposals must be received at 1105 Terminal Way, Suite 300; Reno, NV (89502) by 5/8/09, 2:00 PM PDT. Submit one original and three copies of the complete proposal in a sealed envelope.

There are no performance or proposal bonds as part of this RFP. Brad asked everyone to refer to Section 2.4 in the RPF to review the Proposal Representation section.

Q1: What were the top three most problematic areas in service development?

A: None

Q2: Can you identify three areas of change you would like to see under the new contractor?

A: No. We as pointed out have limited funding and will possibly have to cut some trips so **if**, we had more funding, we could possibly provide more service but that is not likely to happen.

Q3: Please confirm the relationship between the provider/RTC as with the current trip scheduling through RTC ACCESS/MV Transportation and the taxi contractor.

A: All trips are scheduled through the RTC ACCESS/ MV Transportation dispatch and reservation system. Taxi trip scheduling information is then relayed via e-mail to the taxi contractor.

Q4: What time of day are calls transferred to the taxi contractor?

A: The majority of trip reservations are to the contractor by 2:00 P.M. with occasionally a few as late as 6:00 P.M.

Q5: Would the contractor be providing “night owl service”?

A: Yes, please refer Exhibit A, “Scope of Services” and to page 13, Reservations: “Scheduling and Dispatching” under 4.4 contractor Responsibilities.

Q6: Please describe the fare media coupon.

A: RTC ACCESS van services coupons are pre-purchased as a book of 10 tickets. A passenger would present 1 – 2 tickets (1 ticket for trips that begin and end within the ADA zone or 2 tickets for trips that begin and/or end outside of the ADA zone). RTC ACCESS passengers do not tip the drivers; the tip is included in the overall reimbursement made by RTC to the contractor.

Q7: Is there an on-time clause?

A: Yes, see 4.2 Service Parameters.

Q8: A proposer asked about changes since the last bid, i.e. trip volume.

A: Our current contractor is providing approximately 800 trips per month. One of the funding sources is Federal, which means that we must re-solicit for bids regularly. It also means that there is more paperwork and reporting involved. The RTC and its contractors must adhere to ADA requirements. The liability insurance requirement is \$1.5 million. The RTC provides ADA training which Lea Rogers teaches.

Brad M. directed everyone to Exhibit “G” in the RFP packet which is an example of the Monthly Operating Report. He outlined the detailed data to be supplied per Federal requirements.

Q9: Do the trips come in all at once or do they trickle in?

A: The overnight trips from 8 PM to 6 AM are taxi only trips. Most of the trips are requested in the early evening and in the early morning hours. During the day, most trips occur during normal peak hours. Our current provider has seven taxi vehicles that can accommodate wheelchairs.

Q10: When do we need to be ready for this?

A: Implementation needs to take place by 07/01/09.

Q11: One proposer expressed concerned that his company would be able to purchase vehicles with the necessary equipment in time to meet that date.

A: Alternative option suggested--there are conversion packages available for retrofitting existing vehicles.

Q12: Price isn't going to be a deciding factor since all local taxi services are regulated on pricing, so what will be the deciding factor?

A: Please refer to Section 1.2 "Evaluation Criteria"; there are five of them. Important factors are accuracy, punctuality, training, compliance (i.e. OSHA), reasonable cost efficiencies, risk, loss records, etc.

Q13: What is the timeframe for awarding the contract?

A: Recommended award: 5/26/09; official award: 6/9/09; execute the agreement by 6/19/09; implementation by 7/1/09.

Lea R. stated that we have 25% less work due to funding shortfalls. 90% of the RTC's funding for RTC ACCESS comes from Sales Tax revenues, which are down due to the state of the economy. The RTC also receives some funding from CitiCare, a local non-profit organization whose sole mission is to raise donations for transportation for the handicapped.

Brad M. asked everyone to refer to Exhibit "B", the Cost Proposal form. He stated that RTC has have given our best guess estimate as to the number of trips required. The troubled economy has made projections difficult and the future uncertain. Therefore, the solicitation is for a 2-year base with three, 1-year options.

Please price out the forms per Exhibit "B". Check the distances but note that the miles estimated are a triangulation formula generated by the Trapeze software system used by RTC ACCESS; they will not match up with common online map sources like MapQuest.

Q14: Can you give us an estimate on how many vehicles will be needed?

A: We cannot tell you how many vehicles you will need. Currently our provider uses seven vehicles that accommodate wheelchairs as mentioned previously.

Q15: This is door-to-door service, right?

A: Yes, door-to door or to-lobby escort without crossing the threshold. We will include notes on the manifest if the handicapped person is deaf or blind. Approximately 8% of the passengers need a wheelchair accessible vehicle, must travel in their wheel chairs/scooters and cannot transfer to a seat.

Q16: When was the last time this service was up for bid?

A: 2003. This time, though, we are contracting for just 2 years with three, 1-year options for a total of 5 years possible.

ADDENDUM NO. 1

REQUEST FOR PROPOSALS RTC ACCESS/ADA PARATRANSIT TAXI SERVICE

APRIL 24, 2009

The following items are hereby modified, added, deleted, or clarified from the "Request for Proposals for RTC ACCESS/ADA Paratransit Service" issued by the Regional Transportation Commission on April 8, 2009. Specific language amendments are designated by **bold print**.

I. SECTION 4.0—SERVICES AND RESPONSIBILITIES

1. Subsection 4.4, Contractor Responsibilities, Taxi Service Program Management.

Clarification: The purpose of the requirement to establish and implement a uniform set of policies and procedures for all staff involved in the transportation of RTC ACCESS customers is to assure their safe transportation. RTC will review the successful proposer's existing policies and procedures for compliance. If acceptable, a separate training program is not required.

2. Subsection 4.4, Contractor Responsibilities, Taxi Service Program Management, (d) Operating Records, paragraph (2)

Clarification: The daily computerized trip manifest for each driver is the trip orders (charge tickets) assigned to each driver.

3. Subsection 4.4, Contractor Responsibilities, Taxi Service Program Management, paragraph (e) Required Reports, submitted with proposals, subparagraph (1).

Clarification: "All job categories" is intended to only refer to those positions directly involved with the safe transportation of RTC ACCESS customers (dispatcher, driver, etc.). Proposers may submit their existing training plans for those positions. The purpose is to assure that the dispatchers, driver and other personnel responsible for the safe transportation of RTC ACCESS passengers are adequately trained. Contractors transporting RTC ACCESS passengers are considered by the Federal Transit Administration (FTA) to be "standing in the shoes" of the Regional Transportation Commission (RTC) when performing this work and are thereby subject to FTA and other federal requirements.

4. Subsection 4.4, Contractor Responsibilities, Taxi Service Program Management, paragraph (e) Required Reports, submitted with proposals, subparagraph (2).

Clarification: Records, plans, and similar documentation referred to in this RFP are only those associated with the provision of RTC ACCESS trips.

5. Subsection 4.4, Contractor Responsibilities, Taxi Service Program Management, paragraph (e) Required Reports, submitted quarterly, subparagraph (1).

Clarification: Contractor may provide annual loss runs for RTC ACCESS trips. As with other requested information, any loss runs to be provided would only pertain to RTC ACCESS passenger or vehicle accidents. RTC is to be named as also insured on the contractor's policy and may expect to be named in any claims or legal action resulting from a RTC ACCESS transport accident. Therefore, the reserve and other information are needed. Should there be no accidents, there are no loss runs to provide.

6. Subsection 4.4, Contractor Responsibilities, Taxi Service Program Management, paragraph (e) Required Reports, submitted quarterly, subparagraph (2).

Clarification: Delete the requirement for providing quarterly performance statistics. The monthly operating report will suffice, with the addition of the number of road calls for RTC ACCESS trips.

7. Subsection 4.4, Contractor Responsibilities, Taxi Service Program Management, paragraph (e) Required Reports, submitted quarterly, subparagraph (3).

Clarification: Delete the requirement to provide quarterly vehicle maintenance data including road calls. RTC reserves the right to review the maintenance and safety records of those vehicles used for RTC ACCESS trips.

8. Subsection 4.4, Contractor Responsibilities, Safety and Risk Management, paragraph B.

Clarification: Detailed loss runs for 3 years are not required. However, safety is a key component of the basis for award of this contract. Proposers are required to submit a 3-year loss history (summary) with their proposals, including the number of accidents, loss amounts and types of accidents (passenger, vehicle, etc.) Proposers may stamp this or any other information as "CONFIDENTIAL", "PROPRIETARY INFORMATION" and RTC will insure that it will remain confidential.

9. Subsection 4.4, Contractor Responsibilities, Safety and Risk Management, paragraph C.

Clarification: Accident investigation and reporting addressed in this section pertains to accidents occurring under the RTC ACCESS agreement only.

10. Subsection 4.4, Contractor Responsibilities, Personnel Training, paragraph A.

Clarification: Delete the requirement for on-board training and replace it with the requirement that all drivers on RTC ACCESS trips shall be experienced taxi drivers with good driving records.

11. Subsection 4.4, Contractor Responsibilities, Personnel Training, paragraph B.

Clarification: Revise to read: “Drivers will not be permitted **to provide RTC ACCESS trips under this agreement** until they have satisfactorily completed all required training.”

12. Subsection 4.4, Contractor Responsibilities, Personnel Training, paragraph F.

Clarification: Proposers may describe their training program or attach a copy.

13. Subsection 4.4, Contractor Responsibilities, Service Standards, paragraphs A through G.

Clarification: Service Standards A through G apply to RTC ACCESS trips only. Any mileage calculations will be computed through the monthly operating report program to be provided by RTC. RTC will monitor these service standards and suggests the contractor do so also. RTC is required to report information for the federal National Transit Database using the standards as stated in paragraphs A, C, D and F.

14. Subsection 4.4, Contractor Responsibilities, Service Standards, paragraph C.

Clarification: Revise paragraph C sentence 1 to read as follows, “Collision preventable accidents will not exceed 1.3 per 100,000 revenue vehicle miles.”

15. Subsection 4.4, Contractor Responsibilities, Service Standards, paragraph D.

Clarification: Revise paragraph D sentence 1 to read as follows, “Passenger preventable accidents will not exceed 0.2 per 100,000 revenue vehicle miles.”

16. Subsection 4.4, Contractor Responsibilities, Service Standards, paragraph F.

Clarification: Revise paragraph F sentence 1 to read as follows, “Road calls will not exceed 1 per 10,000 revenue vehicle miles of service.”

17. Subsection 4.4, Contractor Responsibilities, Service Standards, paragraph G.

Clarification: Revise paragraph G, sentence 1 to read as follows, “Vehicles will be on time a minimum of 96% of the time.” The rest of paragraph G is unchanged.

18. Subsection 4.4, Contractor Responsibilities, Service Standards, paragraph H.

Clarification: Delete paragraph H. The purpose of requiring drivers to complete information at the time of pickup or drop off is to insure that adequate, accurate statistical information is available to verify system performance, respond to customer and public concerns and provide information about ways in which more efficient, cost-effective

service can be provided. The requirement remains, but with the contractor providing monthly reports the \$10 penalty is removed.

19. Subsection 4.5, Service Level and Design, paragraph 1.

Clarification: All references in this paragraph and in subsection 4.5 are to trips provided under the RTC agreement. RTC reserves the right to inspect taxis used for RTC ACCESS trips for safety with reasonable notice.

20. Subsection 4.5, Service Level and Design, paragraph 7, page 18.

Clarification: Subsection 4.5, Service Level and Design, paragraph 7, page 18, shall be revised to read as follows: “The contractor is to ensure that all drivers have valid Nevada State Driver’s Licenses. **Describe procedures for ensuring that drivers of RTC ACCESS taxi trips are safe drivers and have been screened for appropriate backgrounds.**”

21. Subsection 4.8, Maintenance and Inspection of Records, paragraphs ‘c’ and ‘d’.

Clarification: Paragraphs ‘c’ and ‘d’ are duplicate. Delete paragraph ‘d’.

22. Subsection 4.9, Safety/Risk Management, paragraph 1, page 22.

Clarification: Delete “Quarterly loss runs shall be submitted to RTC.” Only RTC ACCESS accidents or incidents are to be reported. Annual loss runs are acceptable.

23. Subsection 4.12, Fares/Donations, paragraph 1, page 22

Clarification: Delete paragraph 1, page 22 and replace with the following:

“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 tickets will be required to sign a form acknowledging that they did not have tickets and owe RTC ACCESS the tickets.”

24. Subsection 4.13, Training of Driver s and Operations Personnel, paragraph 1.

Clarification: The contractor is required to provide training to insure that competent operators are transporting RTC ACCESS customers under this agreement. Proposers are to submit their training programs and any other pertinent information regarding licensing or other procedures that provide the same level of competency.

25. Subsection 4.15, Operating Records.

Clarification: Delete paragraph 'a' referring to vehicle logs.

**SAMPLE AGREEMENT
FOR
RTC ACCESS/ADA TAXI PARATRANSIT SERVICES**

This Agreement is entered into this _____ day of _____, 2009, by and between the **Regional Transportation Commission of Washoe County**, Nevada, hereinafter referred to as "RTC", and _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, RTC is authorized, pursuant to Section 377A.080 of Nevada Revised Statutes, to appropriate public transportation funds to support transportation for senior citizens and people with disabilities in Washoe County;

WHEREAS, RTC currently contracts with MV Transportation, Inc. to provide administration, operations and maintenance of RTC ACCESS/ADA paratransit service within the RTC ACCESS service area;

WHEREAS, RTC ACCESS/ADA night service, long distance and other selected daytime trips are expensive to provide;

WHEREAS, RTC and CONTRACTOR believe CONTRACTOR has the ability to provide quality taxi paratransit service within the RTC ACCESS service area at a more cost effective rate to the public;

WHEREAS, RTC is authorized to contract with CONTRACTOR pursuant to Nevada Revised Statutes 373.117; and

WHEREAS, CONTRACTOR represents it has the necessary expertise and personnel and is qualified to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

CONTRACTOR shall perform and accomplish in a satisfactory manner those tasks described in the Scope of Services (attached as "Exhibit A"), RTC's Request for Proposals issued April 8, 2009 and CONTRACTOR's "Proposal for the Provision of RTC ACCESS/ADA Taxi Paratransit Services" dated _____, all of which are incorporated herein by reference.

SECTION 2 - TERM OF AGREEMENT

Transportation services provided under this Agreement shall commence on July 1, 2009 and shall terminate at midnight on June 30, 2011, unless sooner terminated pursuant to Section 10. RTC may elect to extend the contract for an additional year(s) per terms of the RFP.

SECTION 3 - EXTENSIONS

It is understood and agreed that all times stated and referred to are of the essence.

This Agreement may be extended beyond the termination date by a document executed by CONTRACTOR and the RTC Interim Executive Director. No extension of time shall be valid unless reduced to writing and signed by the parties.

SECTION 4 - EXTRA SERVICE

Extra services, such as promotional service, may be provided by CONTRACTOR upon prior written authorization by RTC. Extra services above and beyond those specified in the Scope of Services (Exhibit A), shall be subject to execution of a separate agreement between RTC and the person or organization requesting the extra services. Such agreement shall provide for RTC reimbursement to CONTRACTOR of operating costs at the rate specified in SECTION 7 - COMPENSATION of this Agreement.

SECTION 5 - INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to RTC in the performance of this Agreement is that of an independent contractor. CONTRACTOR shall be free to contract to provide similar services for others while it is under contract to RTC.

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

The personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall not be employees of RTC. CONTRACTOR may also satisfy its obligations pursuant to this agreement with independent contractors pursuant to NRS 706.473 and 706.475. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees and independent contractors in connection with this Agreement, and shall be responsible for all reports and obligations respecting them such as social security, income tax withholding, unemployment compensation, and similar matters. CONTRACTOR is not entitled to participate in any retirement, deferred compensation, health insurance plans, or other benefits RTC provides to its employees.

SECTION 6 - FISCAL RESPONSIBILITY, RECORDS, CONTROLS, REPORTS

CONTRACTOR shall maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all costs expended in the performance of this Agreement and paid for by RTC. These records shall be subject at all reasonable times to review, inspection, copying, and audit by persons duly authorized by RTC.

SECTION 7 - COMPENSATION

RTC shall pay CONTRACTOR for performance of the services set forth in Exhibit A to this Agreement a sum not to exceed the rates proposed in CONTRACTOR's Cost Proposal, the cost of RTC-required drug testing for CONTRACTOR's employees and independent contractors providing services under this Agreement, and other agreed-to costs. CONTRACTOR's proposed rate and other costs and other costs identified as necessary for the proper and full performance of this Agreement are attached hereto as "Exhibit B" and incorporated herein by reference. RTC sample voucher, Monthly Operating Report page and CONTRACTOR sample invoice are attached hereto as "Exhibit C" and incorporated herein by reference.

SECTION 8 - METHOD AND TIME OF PAYMENT

Payment shall be made in the following manner:

- A. CONTRACTOR shall invoice RTC for all reimbursable fees on a monthly basis. Invoices shall be accompanied by supporting documentation such as vouchers, RTC ACCESS tickets, the Monthly Operating Report, etc.
- B. RTC shall reimburse CONTRACTOR within thirty (30) calendar days after the date of receipt of a complete and correct invoice. Payment of any disputed vouchers may be delayed. The balance of the invoice shall be paid in accordance with this section.
- C. CONTRACTOR shall maintain complete records supporting every request for payment. RTC shall have the right to inspect and copy said records. Records shall document every passenger trip and vehicle run provided under this Agreement. Charges shall be directly traceable by records displaying trip pick-up and drop-off times and locations, number of riders, number of tickets collected, number of no-shows, meter rate, and tip which shall be submitted with the charges. Each invoice shall contain a certification that all amounts billed are in accordance with this Agreement.
- D. Late Payment. In the event of delay in payment, RTC shall pay to CONTRACTOR late payment damages equal to the daily interest on the balance due for each calendar day delayed. The daily late payment damages shall be calculated at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions on January 1 or July 1 of each year, plus two percent as provided in NRS 17.130.

SECTION 9 - COMPENSATION AFTER TERMINATION

If this Agreement is terminated pursuant to Section 10 before completion of any month, CONTRACTOR shall be paid for services provided after the period covered by the last invoice through the date of termination.

SECTION 10 – TERMINATION AND DEFAULT

The Agreement may be terminated by either party upon sixty (60) days written notice to the other party. If the RTC terminates the Agreement, the CONTRACTOR's compensation shall be

limited to any unreimbursed services satisfactorily performed under this Agreement to the termination date, including any reimbursable expenses then due. If the CONTRACTOR terminates, any compensation to which the RTC may be entitled is limited to any additional costs RTC may suffer in having the balance of the term of this Agreement performed by another CONTRACTOR.

If CONTRACTOR becomes unwilling or unable to perform the services specified herein or to comply with the provisions of this Agreement in a satisfactory manner, CONTRACTOR shall be considered to be in default and RTC shall have the right to cancel this Agreement within ten (10) days' written notice.

SECTION 11 - LIABILITY

CONTRACTOR shall assume all responsibility for equipment, employees and passengers while operating transportation services pursuant to this Agreement. Seat belts shall be used in the vehicles at all times while transporting passengers under this Agreement.

Hold Harmless. Except as provided below, should RTC or MV Transportation, Inc., as operator of RTC ACCESS/ADA paratransit service, be named or joined as a party defendant in any claim, demand or action for personal injury, death, or property damage arising from CONTRACTOR's performance of this Agreement, CONTRACTOR shall defend and hold RTC, and MV Transportation, Inc., their officials, and employees harmless from same, and shall pay all costs and expenses, including attorneys' fees and defense costs incurred in connection therewith.

In cases where liability is determined to be the result of the acts of both parties, their officers, employees and agents, indemnification of the other will be negotiated between the parties or be fixed by the judgment of the court and/or jury.

CONTRACTOR shall incur no liability whatsoever under this paragraph where liability is determined to have arisen solely as a result of the negligence, intentional acts, or omissions of the officers, employees or agents of RTC or MV Transportation, Inc..

General Liability Insurance. CONTRACTOR agrees to furnish RTC within thirty (30) calendar days of the execution of the Agreement a Certificate of Insurance and pertinent insurance policies evidencing proof of coverages in accordance with this Agreement. Said certificate shall reflect general liability insurance in an amount of not less than ONE MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS (\$1,500,000) of first dollar coverage. The insurance shall include, but not be limited to, the premises and operations, products/completed operations, contractual liability, broad form property damage, personal injury, and stop gap liability with limits of liability not less than stated below.

Commercial General Liability:

General Aggregate	\$1,500,000
Each Occurrence	\$1,500,000
Personal Injury	\$1,500,000

Automobile Liability Insurance. CONTRACTOR shall maintain Automobile Liability coverage for any and all vehicles used for service under this Contract, for bodily injury and property damage in an amount not less than \$1,500,000 each accident. Such Automobile Liability coverage shall only apply to CitiLift/ADA referred trips.

Both the General Liability and Automobile insurance policies shall name RTC, and MV Transportation, Inc., their officers, and employees as named insureds. The policies shall protect RTC and MV Transportation, Inc. from any loss, damage, or liability whatsoever, including the risk of loss or damage to property of RTC proximately caused by the negligent act, failure to act, or omission of the CONTRACTOR or any employee, agent, or representative of the CONTRACTOR's in carrying out or attempting to carry out the provisions of the Agreement. CONTRACTOR shall provide Certificates of Insurance which reflect the foregoing and shall have attached thereto a rider which provides that, in the event of the proposed cancellation of said policy for any reason whatsoever, all insureds shall be notified by registered mail not less than thirty (30) days before the expiration or cancellation is effective. Such insurance shall be maintained in effect during the entire term of this Agreement, including any extension period.

State Industrial Insurance. CONTRACTOR shall procure, pay for and maintain industrial insurance coverage pursuant to the provisions of Chapters 616A to 616D of the Nevada Revised Statutes. CONTRACTOR shall, before commencing work under the provisions of this Agreement, furnish RTC with a Certificate of Insurance, insurance policy or other proof certifying that CONTRACTOR has complied with the provisions of the Nevada Industrial Insurance Act. In the event RTC must pay any premiums on behalf of CONTRACTOR or any agent, employee, or representative of CONTRACTOR, RTC may subtract from any compensation due CONTRACTOR any sums so paid.

SECTION 12 - INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 13 - PROHIBITED INTEREST

No member, officer, or employee of RTC during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 14 - CONFLICT OF TRANSPORTATION INTEREST

CONTRACTOR shall not divert any revenues, passengers, or other business from this project to any other transportation services operated by CONTRACTOR.

SECTION 15 - FORCE MAJEURE

CONTRACTOR shall not be held responsible for losses, delays, or failure to perform caused by events beyond the control of CONTRACTOR. Such events may include, but are not limited to the following: acts of God, fire, earthquake, epidemics, flood or other natural disasters, acts of the government, riots, strikes, war or civil disorder, or the unavailability of fuel.

Routine communications regarding operational issues will take place between RTC ACCESS staff and CONTRACTOR staff.

SECTION 21 - 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 agree to submit to the jurisdiction of its courts to resolve any dispute or differences arising hereunder.

SECTION 22 - NON-EXCLUSIVITY OF AGREEMENT

RTC shall be free to contract with others to provide similar paratransit services during the term of this Agreement.

SECTION 23 - SECTION 13(c) FEDERAL TRANSIT AUTHORIZING LEGISLATION

As a recipient of federal transit funds, RTC is party to an agreement with the International Brotherhood of Teamsters (IBT) which extends the protective provisions of Section 13(c) of the federal transit authorizing legislation to all employees engaged in providing transit services within RTC's service area.

RTC agrees that it will defend, indemnify and hold the CONTRACTOR harmless for any and all expenses, claims or actions arising from said 13(c) agreement between RTC and IBT.

SECTION 24 - NON-DISCRIMINATION

1. In connection with the carrying out of this Agreement, the CONTRACTOR will comply with laws of the United States of America, the State of Nevada and all local ordinances and shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, disability or national origin.

2. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, age, disability or national origin. Such action shall include, but not be limited to the following:

- (a) recruitment or recruitment advertising;
- (b) selection or training;
- (c) rates of pay and other forms of compensation;
- (d) employment upgrading;
- (e) demotion or transfer;
- (f) layoff or termination.

The applicable provisions of the Presidential Executive Order 11375 to Equal Employment Opportunity are incorporated herein by reference.

SECTION 25 - ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

CONTRACTOR agrees to comply with, and to assure that any subcontractor complies with, all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and applicable federal agency implementing regulations at 49 C.F.R. Parts 27, 37, 38, and 609 (U.S. Department of Transportation); 28 C.F.R. Parts 35 and 36 (U.S. Department of Justice); 29 C.F.R. Part 1630 (Equal Employment Opportunity Commission); 41 C.F.R. Subpart 101-19 (General Services Administration); and 47 C.F.R. Part 64, Subpart F (Federal Communications Commission), and any amendments thereto.

SECTION 26 - CONSERVATION AND ENVIRONMENTAL REQUIREMENTS

Conservation, P.L. 94-163. CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163.

Environmental Violations, 40 CFR PART 15. CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR 15) which prohibit the use under non-exempt federal contracts or loans of facilities included in the EPA List of Violating Facilities. CONTRACTOR shall report violations to the Federal Transit Administration and the USEPA Assistant Administrator for Enforcement (EN0329).

SECTION 27 - 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 CONTRACTOR is required to review the above referenced regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations (see "Exhibit D" attached hereto). Pursuant to federal regulations, the CONTRACTOR is required to have all subcontractors (at any tier) providing more than \$100,000 towards the contract also complete this Certification.

SECTION 28 - COVENANT 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 RTC during the period of this contract or for a period of one year thereafter.

SECTION 29 - TITLE VI, CIVIL RIGHTS ACT OF 1964, COMPLIANCE

During the performance of this contract, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as "Regulations"), which are incorporated by reference and made a part of this contract.

2. Non-Discrimination: The CONTRACTOR, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The 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.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for the work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The 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, and other sources of information, and its facilities as may be determined by RTC or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required by a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to RTC or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-Compliance: In the event of the CONTRACTOR's non-compliance with the non-discrimination provisions of this contract, RTC shall impose such contract sanctions as it or the Federal Transit Administration shall deem appropriate, including, but not limited to:

a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or,

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The CONTRACTOR shall include the provisions of this Section entitled Title VI, Civil Rights Act of 1964, Compliance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as RTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request RTC to

enter into such litigation to protect the interests if RTC and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 30 - LABOR PROVISIONS: WORK HOURS AND SAFETY STANDARDS
ACT, 40 U.S.C. SECTIONS 327-33, 29 CFR 5.5.(b)

1. 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 hours in such work week.

2. 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 CONTRACTOR and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such CONTRACTOR 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.

3. 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 CONTRACTOR 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.

4. Subcontractors: The CONTRACTOR 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.

5. 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 CONTRACTOR 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 CONTRACTOR or the subcontractor for inspection,

copying, or transcription by authorized representatives of DOT, the Department of Labor, FTA or RTC. The CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 31 - COMPLIANCE WITH LAWS/PERMITS AND LICENSES

CONTRACTOR will give all notices and comply with all federal, state, county and local laws, ordinances, rules, regulations, standards, and order of any public authority bearing on the performance of the contract, or concerning the production of goods thereunder, including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. 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 CONTRACTOR from 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 person(s) submitting a bid response hereto and RTC by and through its officers, employees, and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any CONTRACTOR shall not constitute a cognizable defense against the legal effect thereof.

ARTICLE 32 - 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.

SECTION 33 - EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of the RTC and CONTRACTOR.

SECTION 34 – DEFINITIONS

The technical definitions applying to this Agreement are set forth in the Glossary and are attached to the Request for Proposals as “Exhibit E” and incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

APPROVED AS TO LEGALITY AND FORM

A. Stanyan Peck, RTC Chief Legal Counsel

REGIONAL TRANSPORTATION COMMISSION

By _____
Derek W. Morse, Interim Executive Director

State of Nevada
County of Washoe

This instrument was acknowledged before me on _____, 2009 by Derek W. Morse, Interim Executive Director of the Regional Transportation Commission of Washoe County.

Notarial Officer

Firm: _____

By _____
Signature of Authorized Representative

Dated

Print Name of Authorized Representative

Title

State of Nevada
County of Washoe

This instrument was acknowledged before me on _____, 2009 by
_____.

Notarial Officer