



REGIONAL TRANSPORTATION COMMISSION

REQUEST FOR PROPOSAL #RTC9-09

VANPOOL PROGRAM

Date Issued: October 26, 2009
Date Due: November 18, 2009

Regional Transportation Commission
1105 Terminal Way Suite 300
Reno, Nevada 89502
Tel: (775) 332-9511
Fax: (775) 348-3233

PUBLIC NOTICE
REQUEST FOR PROPOSAL
#RTC9-09
VANPOOL PROGRAM

The Regional Transportation Commission of Washoe County, Nevada (RTC) provides public transportation in Washoe County, Nevada.

The RTC is soliciting Proposals from qualified contractors willing to lease vehicles to vanpool participants in the RTC VANPOOL program, a component of the RTC SMART TRIPS program. Contractors selected by RTC must provide maintenance, insurance, sales and marketing, customer service, and other administrative services. The vanpool providers also must assume all vehicle responsibilities and liabilities of the Program, and ensure that vanpool drivers are qualified to operate the vehicle. Award(s) will be made to the most responsive and responsible Proposer(s). To be considered, responses must comply with the requirements of the RFP.

Solicitation documents may be obtained at no charge from the RTC. For further information, contact Karen Heddy at 775-332-9511; email: kheddy@rtcwashoe.com.

A non-mandatory pre-proposal conference will be held in the RTC Board Room at 2050 Villanova Drive, Reno, Nevada 89502 at 1:30 pm (PDT) on November 3, 2009.

One (1) original and two (2) copies of the proposals must be received at the RTC Finance Office located at 1105 Terminal Way Suite 300, Reno, Nevada 89502 no later than 2:00 pm (PDT) on November 18, 2009, and addressed to Karen Heddy. LATE PROPOSALS WILL NOT BE CONSIDERED.

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

The RTC reserves the right to reject any and all proposals, to waive any informalities and irregularities, to negotiate further with any and all proposers and to accept proposals considered to be in the best interest of the RTC.

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

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SOLICITATION SCHEDULE

RFP Released	October 26, 2009
Advertise Date	October 26, 2009
Non-Mandatory Pre-Proposal Conference	November 3, 2009
Deadline for Submission of Requests for Clarification and Changes	November 6, 2009
Deadline for Response to Requests for Clarification and Changes	November 10, 2009
Proposal Due	November 18, 2009
Intent to Award	December 4, 2009
Award Contract	December 18, 2009
Contract Completion	December 29, 2009

1 GENERAL INFORMATION

RTC SMART TRIPS is a regional trip reduction program managed by the RTC. RTC SMART TRIPS assists commuters and employers with ridematching services and a guaranteed ride home program for carpoolers and vanpoolers through the RTC RIDESHARE program component (www.rtcwashoe.greenride.com). Vanpooling is further promoted and incentivized via the RTC VANPOOL program component. The RTC SMART TRIPS program also provides free consulting services to local employers, marketing assistance promoting all forms of trip reduction (bicycling, walking, telecommuting, etc.), and trip reduction program planning and implementation. The program also includes a bus pass subsidy program whereby the RTC will match an employer's subsidy of their employees' 31-day bus passes up to 20%.

INTRODUCTION

Thank you for your interest in contracting opportunities with the Regional Transportation Commission of Washoe County (RTC). The RTC is seeking proposals from qualified firms to participate in the RTC's Regional Vanpool Program, RTC VANPOOL.

This Request for Proposal (RFP) describes the project, the required scope of services, the Contractor selection process, and the minimum information that must be included in the proposal.

PROJECT SUMMARY

Project Background

The RTC VANPOOL program (Program), which began in 2005, provides incentives to commuters who vanpool. The goals of the Program are to reduce traffic congestion, improve

air quality, and encourage drive-alone commuters to rideshare. Funding for the Program comes from a variety of federal, state, and local sources.

During September 2009, ten vanpools were registered in the Program traveling on average approximately 2,200 miles/month to work between the Truckee Meadows area and Herlong, California. Although there has been an overall growth trend, group participation has fluctuated since the program's inception. The RTC is committed to actively promoting program growth, but makes no commitment that additional funding will be available to continually grow the number of participants.

Brief Project Description

Vanpools are defined as a transit mode comprised of vans and other vehicles operating as a ride sharing arrangement, providing transportation to a group of 7 to 15 individuals traveling together on a regular basis to work, and institutions, businesses, agencies, and other organizations. The vehicles shall have a minimum seating capacity of seven persons, including the driver, who is not paid. Vanpools must also be in compliance with public transit rules, including the Americans with Disabilities Act (ADA) provisions and be open to the public and that availability must be made known.

To participate in the Program, vanpools must have either their origin or destination within Washoe County, Nevada. Each vanpool coordinator must apply to be registered in the Program and vanpools must be open as public transportation for any commuter to join. Approved and registered vanpools currently receive a monthly subsidy as a participation incentive based on the number of monthly shared rides and the percentage of average miles driven within Washoe County compared to the total average commute miles. The present subsidy is \$1.80 per person, per trip, when all miles driven are within Washoe County; the maximum per person/per trip subsidy when trips include outside mileage is \$1.44 (80% of \$1.80). The RTC pays the subsidy directly to the vanpool contractor who then passes the subsidy to the vanpool participants. The RTC reserves the right to change or eliminate the monthly subsidy at its discretion.

The vanpool coordinators who want to qualify for the subsidy from the RTC will enter into a month-to-month lease with the vanpool provider of his/her choice from the list of vanpool contractors selected via this RFP, sign an RTC VANPOOL agreement with the RTC, and will collect and report ridership data. The vanpool coordinators and/or vanpool drivers shall be responsible for fueling the vehicle, arranging for regular maintenance, and collecting monthly fares from passengers. The RTC subsidy paid to a provider is to be applied to operating expenses (vehicle lease and gas expenses); vanpool groups pay the balance of these monthly expenses.

The RTC seeks proposals from contractor(s) willing to lease vanpool vehicles to Program participants (vanpool coordinators). Contractors selected by the RTC must provide maintenance, insurance, sales and marketing, customer service, and other administrative services. The vanpool contractor(s) also must assume all vehicle responsibilities and liabilities of the Program, and ensure that vanpool drivers are qualified to operate the vehicle.

The vanpool provider(s) provide the equipment, maintenance facilities, supplies and other materials, employees, and any other items necessary to provide the services in accordance with the RTC's standard agreement. The RTC and its agents are not responsible for fleet

administration, including passenger fare collection, and the legal and financial responsibility of vehicle operations.

1.1 SOLICITATION DESCRIPTION - GENERAL SCOPE OF WORK

SCOPE OF REQUIRED SERVICES

The RTC currently pays a monthly subsidy on behalf of participants registered in the Program to our vanpool contractor. The maximum subsidy per one-way trip is currently \$1.80 per person. Monthly subsidy payments from July 2008 to June 2009 ranged from \$65.56 to 362.88. The subsidy amount is determined by RTC. RTC reserves the right to change the subsidy amount and /or determination guidelines or to terminate the subsidy program in its entirety upon 30 days written notice. The current calculation guidelines for the determination of the RTC subsidy for each vanpool are described in Exhibit C of Attachment A.

The following tasks provide the guidelines for vanpool contractors to operate within while participating in the Program. The RTC does not administer van leases, nor does it provide direct customer service. Rather, through this Scope of Work, the RTC desires to establish a cooperative partnership between RTC and the vanpool contractor(s) selected that results in prompt, coherent, and courteous communication; respectful competition within the marketplace; and the best value to the consumer.

Vanpool contractors agree to:

1. Provide vehicles that seat a minimum of seven (7) passengers to a maximum of fifteen (15) passengers according to the size of the group. The vehicles shall not be more than three (3) model years old at the inception of the agreement between contractor and the vanpool coordinator. No vehicle leased to a Program participant shall ever exceed four (4) model years in age, or 100,000 miles. Contractor(s) shall replace any vehicle at which time, or before, that vehicle exceeds these limits. The vehicle shall be replaced with a vehicle no more than three (3) model years old.
2. All vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), Environmental Protection Agency (EPA), and to all other industry standards in effect at the time of delivery. Contractors are responsible for vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws. Each component of the van bid shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.
3. Contractors are encouraged to consult with van conversion companies to receive a conversion quote, guidance for vehicle transportation, and special factory coding requirements. Conversion company(s) must be specified in Contractor's response to the RFP.
4. All vehicles shall have the following minimum equipment and specifications: power steering, automatic transmission, 6-cylinder engine for vans with eight (8) passengers or less, 8-cylinder engine for vans with 9 or more passengers, air conditioning, full floor carpeting, cloth seating, airbag(s), am/fm radio with CD player. Vehicles, including heaters and air conditioning, shall be in excellent working condition

at time of delivery, and upholstery shall be clean and free of significant damage or discoloration.

5. Wheelchair accessible vehicles for commuter vanpool service, meeting American with Disabilities Act specifications, shall be available upon request. The number of vehicles will be specified as needed, and any modifications to the vehicles shall be adequate and appropriate, and conform to federal regulations and specifications, in order to accommodate the required mobility device such as a wheelchair or scooter inside the van. The vehicles shall adhere to all code specifications and comply with all federal regulations where appropriate.
6. The Contractor will be responsible for providing a selection of vanpool vehicles within a reasonably short time frame to be specified by the Proposer. Following identification of a prospective vanpool, the vanpool driver (and passengers) will select a van based on model availability, ridership, and price. The Contractor will deliver the vehicle not later than forty-five (45) days after the effective date of a fully executed driver agreement.
7. In the event that the vanpool group requires a van accessible to individuals with a disability, the Contractor will supply that van within the same time frame as specified for a non-accessible van at no cost to the RTC.
8. The Contractor will assume full risk as lessor for any deficiency between vehicle selling prices and residual values as well as full responsibility for vehicles at the termination of any lease agreements or amortization schedules. Neither the RTC, vanpool drivers, nor any other agencies shall be required to become obligated in any vehicle lease agreements.
9. Provide, at a minimum, the following equipment with each vehicle at the time of delivery:
 - * First Aid kit, fully stocked with supplies for ten or more people
 - * Fire extinguisher rated for at least Types A, B and C fires
 - * Two reflective safety yield triangles OR three emergency road flares
10. Provide vehicles primarily for commute trips. Personal use of the vehicle may be negotiable between the vanpool coordinator and contractor.
11. Grow the Program by soliciting new customers and adding more vanpools to the region. Contractors shall refrain from directly soliciting existing Program participants with the intention of gaining customers without contributing to the overall growth of the Program. Employer-paid vanpools are permitted to participate in the Program if they are open to the public and availability is made known.
12. Insurance- Please see Insurance requirements in General Provisions.
13. Employ a scheduled maintenance and unscheduled repair program throughout the duration of the contract as described below to ensure continued reliability and performance of the vehicles used in the Program:

Preventative Maintenance

The Contractor shall be responsible for developing a preventative maintenance schedule for all vehicles. This preventive maintenance schedule shall at a minimum thoroughly outline maintenance responsibilities based on and in compliance with the manufacturer's preventive maintenance program. Unscheduled maintenance shall be coordinated by the vanpool driver with the Contractor, as needed.

Vehicle Repair

The Contractor shall be responsible for developing and implementing vehicle repair procedures, including a list of all service establishments where repair work and preventive maintenance will be done. The Contractor will assure that all vehicle repairs are accomplished in a timely manner. A back-up van will be made available to the vanpool group whenever the regularly assigned van is in for scheduled or unscheduled maintenance or repair. If a back-up vehicle is unavailable, the Contractor will provide, on a prorated basis, based on a 30-day month, a credit for the period of time that the vehicle is inoperable due to accident damage or mechanical failure.

14. Proposer shall describe their capabilities regarding accident repair and subrogation processes including:
 - a. Towing arrangements (24-hour service required)
 - b. Appraisals and photographs
 - c. Salvage
 - d. Claims recovery assistance
 - e. Coordination of subrogation and loss recovery
 - f. Third party physical damage repairs
 - g. Reporting associated with accident, subrogation claims, recoveries and legal proceedings
 - h. Accident activity report
15. Develop a set of procedures that provides vanpool coordinators or drivers for reimbursement for incidental expenses or emergency repairs incurred by vanpool drivers. Such procedures shall be approved by RTC prior to implementation.
16. Establish vanpool driver selection and orientation procedures to be approved by RTC.
17. Arrange for vehicle repair service locations that are within twenty (20) miles of either the vanpool driver's home or work location.
18. Provide comprehensive vehicle delivery and pick-up services within Washoe County for all start-up, replacement, and terminated vans.
19. Provide personnel necessary to offer timely and effective customer service and support to participants in the program.
20. Assist the RTC with marketing the Program by providing and distributing promotional materials that clearly describe the vanpool contractor's services. Copies of all marketing materials shall be provided to the RTC for review, approval, and archive.

21. Affix on all vans enrolled in the Program, a decal displaying the RTC SMART TRIPS logo. Decals will be provided by RTC. Vehicles used in the program may also promote the Contractor, but the advertising information must not obscure the vehicle's participation in the RTC VANPOOL program. Contractor is responsible for installation of decals in a timely manner. Decal installation shall be reported in the monthly report to RTC. Contractor shall monitor decals and shall notify RTC when they require replacement.

22. Vanpool contractors shall submit the RTC-approved and provided "RTC VANPOOL Agreement" (Attachment A) for each new vanpool seeking start-up approval from RTC. No other forms will be considered for enrollment consideration unless approved by the RTC. All applications must be delivered by contractor(s) to RTC by the end of each month in order for the vanpool to be considered for enrollment in the Program for the following full month. Vanpools that begin service after the first of the month will receive a prorated subsidy based on ridership records provided their applications are submitted in a timely manner and approved. Submissions may be made electronically in the original document format, but signed hard copies of each application must be submitted to RTC each month.

23. Vanpool contractors shall electronically submit, within five (5) working days of the occurrence, a "Contractor Communication Form" (Attachment B) providing written notice of the following:
 - * Start of service for a new vanpool, upon RTC approval
 - * Termination of a vanpool
 - * Vanpool coordinator change for an existing vanpool
 - * Address or phone number change for current vanpool coordinator.
 - * Vehicle change within an existing vanpool

Contractor shall provide proper and accurate information regarding the changes described above through submission of the RTC-approved and provided "Contractor Communication Form". Contractor shall also submit a "Revised Passenger List" (Attachment C) as required and stipulated on the "Contractor Communication Form." No other forms will be accepted to report these changes; unless approved by the RTC. These forms must be submitted electronically in their original document format within five (5) working days of the occurrence. Signed hard copies of the electronic submissions shall be submitted monthly.

24. Provide monthly Vanpool Incident Report and invoicing no later than seven business days following submittal of an invoice request for the previous month's services. Monthly reporting shall also include signed hard copies of the "RTC VANPOOL Agreement," "Vanpool Contractor Communication Form", and "Revised Passenger List" as cited in paragraphs 22 and 23 above. Invoices must include the following information per billable item:
 - * Van unit number

- * Vanpool Coordinator's name
- * Actual monthly van lease cost

The following guidelines must be followed when preparing the incident report:

- a. Declaration must be made of any major or non-major vehicle incident. Classifications are defined as follows:

Major: Any incident resulting in a fatality or property damage in excess of \$25,000.

Non-Major: Any incident that results in more than \$7,500 but less than \$25,000 in property damage and/or results in any injury that requires medical attention away from the scene of the incident.

- b. Declaration must be made if no major or non-major incidents occurred.
 - c. Printed name and signature of authorized contractor representative responsible for declarations must be included.
 - d. Declaration of major or non-major incidents will be followed by further inquiry by RTC and further reporting requirements.
25. Contractor shall be responsible for collecting financial and operating information by a uniform system of accounts and records, and shall be responsible for providing timely and complete reports, or information to the RTC, in order to fully meet the requirements of submission to the National Transit Database (NTD) of the FTA. Contractor shall gather such information continually during the term of this agreement.

If NTD reporting requirements call for the Contractor to forward sampled data or other information to the RTC to process and report, such information shall be submitted thirty (30) days prior to the NTD submission deadline. If NTD reporting requirements call for the Contractor to report directly to the FTA, the Contractor will do so in accordance with FTA requirements and provide a copy of the report to the RTC. If FTA requires independent audit and/or certification with respect to NTD submission by Contractor, the Contractor shall give the RTC for its prior approval a name and a cost estimate for the proposed auditor. If required, the RTC shall reimburse the Contractor for the actual approved cost for the audit and/or certification for each year under the contract.

Audit and Examination – At the RTC 's expense, Contractor agrees that the RTC, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and accounts with regard to this project. Contractor agrees to maintain required records for at least three (3) years after the RTC makes final payment and other pending matters are closed.

The Proposer shall provide in its response to this RFP information demonstrating its past experience in collecting and reporting NTD data on behalf of other public

agencies. For additional information, consult the NTD website:
<http://www.ntdprogram.gov/ntdprogram/>

26. Provide personnel and tools necessary to offer timely and accurate monthly and yearly reporting.
27. Prepare a lease document to be used by vanpool participants that must be approved by RTC prior to being put in use initially and at any time the vanpool Contractor modifies the terms of the lease thereafter.
28. The Contractor will furnish a 24-hour toll free telephone line to provide information and assistance regarding the vanpool vehicles.
29. The Contractor shall maintain appropriate accounting and auditing records and controls in accordance with generally accepted accounting principles. Financial records associated with the program shall be made available to the RTC in electronic format for audit inspections under the terms of the contract.
30. The Contractor shall be responsible for billing responsible parties participating in the program each month and for assuring collection of the monthly payment in a timely fashion. A responsible party is defined as a person, entity, employer or organization that enters into an agreement with the Contractor to take responsibility for the van.
31. (Optional) Contractors are encouraged to provide custom marketing to employers and the public using geographic information system (GIS) based mapping technology for the purpose of assisting in vanpool formation efforts.

2. INSTRUCTION FOR PREPARING PROPOSALS

2.1 PROPOSAL FORMAT

Proposals shall be prepared, submitted and considered by the following instructions. Proposals shall be typed and submitted on 8½" x 11" standard size paper. Proposers should use the following checklist in preparing their response to this RFP. **THE FOLLOWING ITEMS AND FORMS MUST BE SUBMITTED WITH EACH PROPOSAL. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.**

- Proposal Work Sheet
- Affidavit of Non-Collusion
- Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion
- Lobbying Certification
- Addenda Acknowledgment (if any)
- Proposal Item Clarification (if applicable)
- List of Subcontractors (if applicable)
- References
- Financial Statement (include balance sheet and profit/loss statement -2 years)
- Required License (Business License)

INSTRUCTIONS TO CONTRACTORS

- 2.2 For a proposal to be considered, the proposal must be in accordance with these "Instructions to Contractors".
- 2.3 Proposals must be made upon the form provided therefore, and all the blank spaces shall be filled; the signature shall be longhand; and the completed form shall be without interlineations, alteration, or erasure.
- 2.4 A non-mandatory pre-proposal conference will be held in the RTC Board Room at 2050 Villanova Drive, Reno, Nevada 89502 at 1:30 pm (PDT) on November 3, 2009. If you cannot attend the conference, please contact Karen Heddy at 775-332-9511 to schedule a pre-proposal conference call. Please contact us 2 days prior to the pre-proposal conference date.
- 2.5 Proposals shall be addressed to Karen Heddy, Procurement and Compliance Analyst, and delivered to RTC Finance Department office located at 1105 Terminal Way Suite 300, Reno, Nevada, 89502 or mailed to the above address no later than 2:00 pm (PDT) on November 18, 2009, at which time Proposals will be publicly opened and only names read. Proposals shall be

delivered sealed and in an opaque envelope. The outside of the envelope shall be plainly marked **RFP#RTC9-09“VANPOOL PROGRAM”**. **No late proposals will be considered.**

- 2.6 A Consultant who fails or refuses to complete and return the applicable enclosures and certifications shall be deemed non-responsive and will not be awarded the contract. Please see section 2.1, Proposal Format.
- 2.7 Should a Consultant find discrepancies in, or omissions from, the documents, or should the Consultant be in doubt as to their meaning, the Consultant shall at once notify the RTC.
- 2.8 No increase in cost or extension in performance time will be considered for failure to know the conditions to be encountered as to the character, quality and quantity of work to be performed, and the materials to be furnished, and as to the requirements of the specifications.
- 2.9 Any addenda issued during the time of proposing shall become part of the Proposal. Signed copies of all addenda and/or bulletins issued to prospective consultants shall be enclosed with the Proposal. Failure to enclose said addenda and/or bulletins may be considered grounds for rejection of the proposal.
- 2.10 Only written proposals will be accepted. No oral, telephonic, fax or electronic proposals or modifications to proposals will be considered. The Contractor shall assume all responsibility for the accuracy of any proposals and modifications. Proposals arriving after the deadline will not be considered.
- 2.11 Contractors may withdraw proposals before the time fixed for submittal of proposals. No proposals may be withdrawn within a period of ninety (90) calendar days after proposal due date and then only in case the award of the contract has been made. The Regional Transportation Commission reserves the right to hold the proposals for (60) calendar days before awarding the contract.
- 2.12 **RTC reserves the right to reject any or all proposals or options or any portion or combination thereof, or accept the proposal deemed by the Regional Transportation Commission to be in the best interest of the Regional Transportation Commission. The Regional Transportation Commission also reserves the right to waive any irregularities and/or informalities with the proposal submittals.**

- 2.13 No contract shall be considered effective until all parties have finally executed it thereto.
- 2.14 All product information, explanations, comments, calculations, or descriptions must be in sufficient detail to allow the RTC to understand the nature of the topic without excessive use of “jargon” or industry-specific terms.
- 2.15 Contract(s) may be negotiated with the Contractor(s) whose proposal is determined to be the best value to the RTC, all factors considered. The RTC reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal and award the contract in whole or in part, if it is deemed in the best interest of the RTC. The RTC further reserves the right to award to more than one Contractor.
- 2.16 The term of the contract will be for three (3) years with two (2) one year renewal options. The proposer(s) awarded the contract(s) for this Project will be authorized to perform work pursuant to individually negotiated contract issued in accordance with the terms of the contract. Any and all agreements may be subject to requirements of the United States Department of Transportation, the Federal Transit Administration or other state and/or federal agency.
- 2.17 The Regional Transportation Commission confirms that there are no State or local taxes applicable to this contract. The Regional Transportation Commission certificate number is 88-91-0617K.
- 2.18 A proposer may submit to the RTC requests for approved equals, clarifications or protests on items that have been included in the specifications or on an addendum to the specifications. Any such request or protests must be received by the RTC, in writing, not less than ten (10) days before the date of the scheduled proposal opening. Any request or protests must be fully supported with technical data, test results or other information as evidence that the protests should be upheld. The RTC shall make a determination of each proposer’s request under this procedure in writing.
- 2.19 The Regional Transportation Commission is not liable for any costs incurred by prospective consultants prior to the issue of a contract (s).
- 2.20 Contractors are prohibited from contacting any employee, board member, agent, or other associate of the RTC for the purpose of influencing a decision in this procurement. Any consultant doing so will be disqualified.
- 2.21 Copies of two most recent years financial statements and list of owners and officers.

- 2.22 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 consultants 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.
- 2.23 Contract for work under the Proposal will obligate the Contractors and sub consultants not to discriminate in employment practices pursuant to Federal and State laws.
- 2.24 The work to be performed under this Contract shall be commenced after executed Proposal Documents have been submitted. Delivery and contract completion shall occur for the first year by January 9, 2011. Contractors shall contain assurance that this schedule is met.
- 2.25 All communications with the RTC regarding this procurement shall be marked “RFP#RTC9-09” VANPOOL PROGRAM. Communications shall be in writing and may be delivered via mail, email or facsimile. Telephone call may be used to expedite communications but shall not be considered official communications with the procuring agency must be addressed to:

Karen Heddy
Finance Department
1105 Terminal Way Suite 300
Reno, NV 89502
Phone: 775-332-9511
Fax: 775-348-3233
Email: kheddy@rtcwashoe.com

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

3. EVALUATION OF RESPONSES

3.1 EVALUATION CRITERIA

Proposers will be evaluated on the following criteria according to the weights assigned below.

- Vanpool Experience (45%)

Qualified contractors shall provide evidence of depth of experience in performing similar vanpool services with public, government, private, not-for-profit, and other agencies and records of past performance including such things as quality of work, ability to meet deadlines/schedules, and control costs. The RTC requires proposers to have a minimum of three (3) years of demonstrated vanpool management and operation experience. Proposers will also be evaluated on their experience in, and a general understanding of administration of subsidies, processing of associated paperwork, and the staffing requirements for such an operation. The ability to collect, record, organize, and report the data required for National Transit Database reports, and to provide vouchers or coordinate with a third party administrator to promote the use of the federal Commuter Choice Program as provided for in Section 132(f) of the Internal Revenue Code will also be evaluated. The quality of references and proven level of support will be examined.

- Staffing Assigned to Project (30%)

Qualified Contractors shall demonstrate adequate staffing to meet the customer service needs of participants in the Program. Core areas of management, customer service/sales and maintenance should be addressed and discussed in the proposal. The ability to present and implement a general plan for promoting the vanpool program through standard marketing and sales efforts; share information in a timely manner with the RTC concerning vehicles that are added, switched, or terminated according to the guidelines specified in the RFP; and familiarity with issues and marketing factors impacting commuter vanpools shall also be evaluated.

Evaluation of overall staff qualifications will be based on a combination of experience, education, and background in business administration, management sciences, marketing/sales, and organizational development. Crucial to this evaluation shall be the review of key personnel, their roles, responsibilities, qualifications, and their time allotted to the Program. Proposals shall include the number of staff persons available for customer service efforts and the percentage of time these persons shall dedicate to service Program customers.

- Fleet Procurement and Management (25%)

Qualified contractors shall provide evidence of the ability to finance and supply a selection of vanpool vehicles within 45 days of receipt of approved applications; develop and maintain a successful a maintenance and repair program and vanpool operating procedures; and plan for providing accessible vehicles for individuals with disabilities. Proposals should include a detailed description of

standard scheduled maintenance services provided at major mileage intervals (such as 3,000 and 15,000) for a Program vehicle; and describe the type of services available to a customer in the event of necessary unscheduled maintenance or emergency and the average response times for typical situations.

Fee Estimate

This project is included in the RTC's Overall Work Program and Program Budget. Ongoing funding for the Program subsidy is provided through a combination of federal, state, and local sources. The contractor(s) awarded the contract(s) for this Project will be authorized to perform work in accordance with the terms of the contract. A contract will be issued for three (3) years, with two (2) additional one-year extensions assigned at the RTC's option.

Payment

The selected contractor(s) will be paid a subsidy by the RTC based on monthly invoices detailing the number of qualified vanpools eligible for the subsidy and ridership records submitted by vanpool coordinators. The subsidy is to be passed on to the vanpools lowering the amount of money owed for vanpool operating expenses.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

PROPOSAL WORKSHEET

Proposal of _____ (Company Name), of

(Address), to perform all work necessary to

complete _____,

in accordance with the instructions to contractors, proposal, proposal item clarifications, technical specifications, and attachments, including any amendments or addenda to all these aforementioned documents, are hereinafter referred to as the "solicitation documents".

To the Regional Transportation Commission, Washoe County, Nevada, (RTC):

The undersigned, as Contractor, declares that this proposal is made without collusion with any other person, firm, or corporation, that the consultant has carefully examined the solicitation documents referred to and made a part hereof, and the consultant proposes and agrees, if this proposal is accepted, that the consultant will contract with the Regional Transportation Commission, to perform all the service specified in the solicitation documents, in the manner and time prescribed and according to the Request for Proposal requirements.

If the Contractor is notified of the acceptance of this Proposal within thirty (30) days of the time set for opening of Proposals, the Contractor agrees to execute this document for the above work for the above stated compensation in the form of this proposal document attached hereto within after the Contractor has received notice from RTC that the Contract has been awarded. The undersigned agrees, if awarded the Contract, the work to be performed shall commence after the executed Contract Documents have been submitted.

In submitting a proposal, the Contractor affirms that the Contractor is sufficiently informed in all matters affecting the Contract scope, and that the Contractor has checked the proposal for errors and omissions; and that the services to be performed stated in the proposal are correct

and as intended by the Contractor and are a complete and correct statement for _____ required by the Contract documents and specifications.

By execution below, Contractor hereby offers to acceptably complete the proposal as indicated herein. Upon acceptance by the Procuring Agency, the contract is complete with all provisions stated in the solicitation documents and all attachments herein.

PROPOSER:

(Company name)

(Street address)

(City, state, zip code)

(Authorized representative)

(Signature of authorized signer) (Date)

(Telephone number) (Fax number)

STATE OF _____)

) SS:

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2009

by _____(Name(s) of persons)_____

as _____(Type of authority, e.g., Officer, trustee, etc.)_____

of _____(Name of party on behalf of whom instrument was executed).

(Seal, if any)

(Signature of notarial Officer)

(Title and rank (optional))

(My commission expires (optional):_____)

Date: _____

Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

E-mail: _____ Website: _____

**ATTACHMENTS
AND
EXHIBITS**

Attachment A

RTC VANPOOL AGREEMENT

THIS VANPOOL AGREEMENT is entered into on _____, 2009, by and between the Regional Transportation Commission of Washoe County, 2050 Villanova Drive, Reno, Nevada (hereinafter the "RTC") and [insert name and address] _____, (hereinafter "Vanpool Coordinator").

1. VANPOOL COORDINATOR AGREES:

- (a) To be responsible for the performance of the duties described in this Section, and for ensuring prompt communication and coordination with the vanpool driver(s), the RTC's Trip Reduction Specialist (TRS) and [insert approved contractor's name] as needed to enhance the vanpool experience for all participants.
- (b) To ensure that accurate ridership information is supplied to the TRS by instructing the driver(s) to provide the detailed information requested on the weekly trip logs supplied by the RTC. A weekly log must be filled out including the date, van unit number, the driver's and riders' full printed names and signatures, along with the riders' initialed notation whether they used the van to get to or from work, or for both trips. The driver of the vanpool for each trip shall circle his/her initials. The van's monthly mileage shall also be indicated at the beginning of each month.

The weekly log shall be submitted to the TRS each month and not later than the 6th day of the month following the month being reported.
- (c) To provide the TRS the information requested in the "Apply Here" form (Exhibit A) at the formation of the vanpool. In the event of a change of the vanpool coordinator or his contact information, pick-up and drop-off times and locations, and route changes that affect the mileage determination the TRS shall be notified within 48 hours. Other changes shall be submitted with the ridership logs.
- (d) To be responsible for scheduling all preventative maintenance and other mechanical service in the event of break-downs.
- (e) To instruct all vanpool drivers that the drivers are responsible for ensuring that vanpool participants abide by the attached "Restrictions and Responsibilities of Vanpool Drivers" (Exhibit B).
- (f) To promptly provide the TRS with all records in your possession that may be required by the TRS to ensure there is full compliance with the terms of the vanpool coordinator agreement.

2. THE RTC AGREES:

- (a) To promptly pay to [insert approved contractor's name] each month for each vanpool operated, if substantiated by the weekly logs submitted, a subsidy based on the number of trips made by the vanpool participants and miles driven within Washoe County, as described in Exhibit C. The subsidy is to be applied to operating expenses (vehicle lease and gas expenses).
- (b) To promptly respond to inquiries by vanpool participants.
- (c) To periodically and randomly perform vehicle inspections and ridership verification checks.
- (d) To market the program to the community.
- (e) To install an RTC VANPOOL logo on the vehicles regularly used in the program.
- (f) To periodically provide participants vanpooling information, tips, etc.

3. BOTH PARTIES AGREE:

- (a) The RTC has no further financial responsibility for the successful operation of the vanpool beyond the monthly subsidy described in Exhibit C.
- (b) That except as provided in section 5(b), the RTC reserves the right to change the per person, per trip subsidy amount and/or other basic program guidelines for any future month or to terminate the subsidy program in its entirety upon 30 days notice to the vanpool coordinator.
- (c) That the RTC's monthly subsidy shall be submitted to [insert approved contractor's name] based on information reported in Exhibit A, verification of ridership from the weekly logs, and subsidy calculations as reflected in Exhibit C.
- (d) That failure to submit required ridership records by the due dates may result in loss of the RTC's subsidy for the period under review, and/or being placed on probationary status within the program. Continued failure to submit required records by the due dates may, in the sole discretion of the TRS, result in termination from the vanpool program.
- (e) That failure to submit accurate ridership records may result in loss of the RTC's subsidy for the period under review, and/or being placed on probationary status within the program. Depending upon the severity, a subsequent failure to submit accurate ridership records may, at the sole discretion of the TRS, result in Vanpool Partner's termination from the vanpool program.
- (f) That the RTC has no liability for any late charges incurred on the account because of a subsidy payment that was late in being transmitted and/or credited to the vanpool's account.

4. TERM:

The vanpool subsidy program provided under this Agreement shall commence on _____, 2009, and shall continue until terminated by either party.

5. OTHER PROVISIONS:

(a) Contract Not Assignable. This Agreement is solely for the benefit of the parties. No rights and obligations hereunder may be assigned without the prior written consent of both the Vanpool Coordinator and the RTC.

(b) Termination.

Except as provided below, either party may terminate this Agreement without cause upon thirty (30) calendar days' written notice to the other. If the Vanpool Coordinator or Primary or Secondary drivers become unwilling or fail to timely and satisfactorily perform their obligations under the provisions of the Agreement, they shall be deemed in default and the RTC shall have the right to terminate this Agreement upon ten (10) days' written notice.

(c) Notices. Any notice or communication required or permitted to be served on a party thereto may be served by personal delivery to the persons identified below or by certified mail as follows:

To the RTC:

Carol Perry
Trip Reduction Specialist
Regional Transportation Commission
2050 Villanova Drive
Reno, NV 89502
PO Box 30002 / 89520 (mail only)
tel: (775) 335-1920
email: cperry@rtcwashoe.com

To the Vanpool Coordinator:

tel: (____) _____
email: _____

The persons to be served and the addresses shown above may be changed at any time by written notice to the other party. Service shall be deemed complete upon personal delivery or three (3) days following the date the notice is deposited, postage prepaid, in the United States mail.

(d) 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.

- (e) 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 between the parties.
- (f) Amendments. This Agreement may be amended or modified only by written agreement signed by both parties or authorized representatives.
- (g) Regulatory Compliance. The parties shall comply with all applicable federal, state and local government laws, regulations and ordinances.

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

Approved as to Legality:

A. Stanyan Peck, RTC Chief Legal Counsel

Regional Transportation Commission
of Washoe County

By _____
David F. Jickling
Public Transportation Director

Vanpool Coordinator

By _____

[print name]

Date: _____

Date:

EXHIBIT A

APPLY HERE

Switching to a new Contractor? Yes ___ No ___

All fields are required

First Name:		Last Name:	
Home Address:		Apt #:	
City:		State:	Zip:
Home Telephone:		Work Telephone:	
Vanpool Meeting Locations:			
1)	2)		
3)	4)		
Employer:			
Work Address:		City/State/Zip	
Days per week you commute to work:		Daily round-trip miles (DRTM):	
Washoe County miles:			
Work hours, From: _____ <input type="checkbox"/> am <input type="checkbox"/> pm		To: _____ <input type="checkbox"/>	
am <input type="checkbox"/> pm			
How do you currently get to work?			
<input type="checkbox"/> Drive Alone		<input type="checkbox"/> Vanpool	<input type="checkbox"/> Bicycle
		<input type="checkbox"/> Carpool	<input type="checkbox"/> Transit
		<input type="checkbox"/> Other	
How did you hear about RTC SMART TRIPS Vanpool Program?			
<input type="checkbox"/> Mail		<input type="checkbox"/> Radio	<input type="checkbox"/> Internet
<input type="checkbox"/> Newspaper Ad		<input type="checkbox"/> Word of Mouth	<input type="checkbox"/> Employer
Starting Passenger List:			
Passenger Name (First & Last):	Miles Traveled to Work:	Miles Traveled to Home:	
1 Driver			
2			
3			
4			
5			
6			
7			
8			
9			

10		
11		
12		
13		
14		
15		

EXHIBIT B

RESTRICTIONS AND RESPONSIBILITIES
OF VANPOOL DRIVERS

The primary vanpool driver and all alternate drivers must initial each item to acknowledge that this agreement has been read and each point fully understood. Please also fill in the signature and date information on the next page. Your volunteer driver agreements with [insert contractor's name] and RTC's Restrictions and Responsibilities are your guides for maintaining a successful and compliant vanpool.

If any of these conditions or restrictions is violated, the RTC Vanpool subsidy may be terminated unless a new primary driver can be found. Violations also can lead to legal action.

1. No Smoking is allowed in the vehicle. _____
2. No alcoholic beverages are permitted in the vehicle _____
3. No weapons or firearms are allowed in the vehicle. _____
4. No illegal drugs are permitted in the vehicle. _____
5. The driver is not authorized to drive the vehicle if taking any medication (over the counter or prescribed) that may cause drowsiness. _____
6. Periodic and random vehicle inspections and ridership verification will be conducted by the RTC. Please keep the RTC informed of all pick-up and drop-off times and locations.

7. The driver shall inform the vanpool coordinator who will in turn inform the coordinator of the need for preventive maintenance or repairs that he or she knows or believes is needed to his van. The driver shall arrange for mechanical services in the event of break-downs and shall promptly inform the van pool coordinator of his actions.

8. If the vanpool is involved in an accident, you are to promptly notify the RTC's Public Information Officer , Felicia Archer, at 775-292-5555. _____
9. The driver shall keep the vehicle clean at all times. _____
10. The driver shall make sure that all passengers wear their seatbelts at all times.

11. Speed limits and school zones must be obeyed. If the driver is ticketed for 10 miles over the speed limit or speeding through a school zone, driving privileges will be terminated. Each driver is responsible for his or her traffic tickets. _____

The RTC has the right at anytime to dissolve the Vanpool if any of the above restrictions are violated.

Signature of Primary Driver _____
Date

Print name: _____

Signature of Alternate Driver _____
Date

Print name: _____

Signature of Alternate Driver _____
Date

Print name: _____

Signature of Alternate Driver _____
Date

Print name: _____

Signature of Alternate Driver _____
Date

Print name: _____

RTC Trip Reduction Specialist _____
Date

Please return to: Carol Perry, RTC Trip Reduction Specialist
PO Box 30002, Reno, NV 89520
Ph (775) 335-1846; Fax (775) 348-3276; cperry@rtcwashoe.com

Exhibit C
RTC VANPOOL Subsidy Calculation

The RTC VANPOOL subsidy is determined by the following guidelines:

1. The subsidy is to offset operating expenses (lease and gas).
2. The subsidy is based on the percentage of miles driven within Washoe County as compared to the total commute miles. The per trip, per person subsidy when all miles are within Washoe County is \$1.80. The maximum per person, per trip subsidy when travel is also outside Washoe County is \$1.44 (80% of \$1.80).
3. For the purposes of the subsidy calculation, changes to the number of vanpool participants will apply to the month of notification and acceptance by the TRS of the change.
4. The subsidy for the first full month of vanpool operation will be the maximum monthly subsidy. Calculation methodology is outlined below. If the vanpool begins operation mid-month, the maximum monthly subsidy will be prorated based on the number of days the vanpool made trips to work.
5. If the ridership records for the first month of vanpool operation show the total actual rides by the vanpool group were greater than or equal to 70% of the potential rides for that period, the subsidy for the following month will be the maximum monthly subsidy. The potential number of rides is based on two daily trips for each vanpool rider (including drivers) multiplied by the average number of workdays as described below.
6. Subsidies for all subsequent months will be based on a review of the group's ridership during the preceding month. Whenever the group ridership for the preceding month is 70%, or better, of the potential group ridership, RTC's subsidy for the month shall be the maximum monthly amount. Whenever group ridership for the previous month drops below 70% of the potential group ridership, RTC's subsidy will be calculated on the actual number of trips by vanpool participants during that calendar month.

Vanpool Maximum Subsidy Calculation Examples

Example One

Total Miles Driven ¹	Miles Outside County	Miles Within County	% of Miles Outside County	% of Miles Within County
53	0	53	0%	100%

% of Miles Within County	Subsidy Per Person Per Trip ²	Number of People in Vanpool ³	Average # of Work Days Per Month ⁴	Maximum Monthly Subsidy
100%	\$1.80	14	22	\$1,108.80

Example Two

Total Miles Driven ¹	Miles Outside County	Miles Within County	% of Miles Outside County	% of Miles Within County
53	38	15	72%	28%

% of Miles Within County	Subsidy Per Person Per Trip ²	Number of People in Vanpool ³	Average # of Work Days Per Month ⁴	Maximum Monthly Subsidy
28%	\$0.50	14	18	\$252.00

¹ One way miles starting from the usual overnight location of the van, including stops for picking up passengers to final place of employment as described in Exhibit A.

² The RTC subsidy is based on the percentage of miles driven within Washoe County as compared to the total commute miles. The per trip, per person subsidy when all miles are within Washoe County is \$1.80. The maximum per person, per trip subsidy when trips go outside the county is \$1.44 (80% of \$1.80).

³ Regular riders (including drivers) not to exceed the vehicle passenger designation.

⁴ The annual average number of work days (Monday-Friday) per month based on either a four or five-day work week determined by the average number of days per week the majority of the regular vanpool participants work.

ATTACHMENT B

RTC VANPOOL PROGRAM Contractor Communication Form

Contractor Name:

Type of Transaction: **New Vanpool** (upon approval of application)

Van Unit Change

Vanpool Driver Information Change

Vanpool Termination

General Information: (This section must be completed for all transactions using current information prior to changes made.)

Driver First Name:	Last Name:	
Van Unit #:	Odometer:	Date:

For New Vanpool:

Approval Date:	Start Date:	Lease Cost:
Vehicle Make:	Model:	Year:
Passenger Capacity:	<input type="checkbox"/> Luxury <input type="checkbox"/> Bench	Daily Round Trip Mileage:

For Van Unit Change: (“Revised Passenger List” **must** be provided if passengers are added or removed in the new vehicle.)

Date of Change:	New Van Unit #:	Lease Cost:
Vehicle Make:	Model:	Year:
Passenger Capacity:	<input type="checkbox"/> Luxury <input type="checkbox"/> Bench	Starting Odometer:

For Vanpool Driver

Information Change: (“Revised Passenger List” **must** be provided if changes affect “to work/to home” mileage for any passenger.)

Driver Change (fill in all spaces)

New Address or Phone only (only fill in spaces marked with a “1”)

New

Employer only (only fill in spaces marked with a “2”)

Date of Change ^{1,2.}	Daily Round Trip Mileage:	
New Driver First Name:	Last Name:	
Home Address ^{1.}	Apt # ^{1.} :	
City/State ^{1.} :	Zip ^{1.} :	Home Phone ^{1.} :
Employer Name ^{2.} :		

Employer Address²:		
City/State²:	Zip²:	Work Phone²:

For Vanpool Termination:

Termination Date:	Phone:
Representative Name:	
Signature:	

ATTACHMENT C

**RTC VANPOOL PROGRAM
Revised Passenger List**

All fields are required

Driver First Name:		Last Name:	
Vanpool Meeting Locations:			
1)		2)	
3)		4)	
Days per week you commute to work:			
Work hours, From: _____ <input type="checkbox"/> am <input type="checkbox"/> pm		To: _____ <input type="checkbox"/> am <input type="checkbox"/> pm	
Revised Passenger List:			
Passenger Name (First & Last):		Miles Traveled to Work:	Miles Traveled to Home:
1 Driver			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

EXHIBIT D
AFFIDAVIT OF NON-COLLUSION

EXHIBIT D

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 for 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.

Firm Name: _____

Signed: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me

on the ____ day of _____, 2009.

by _____.

Notarial Officer

EXHIBIT E
DEBARMENT CERTIFICATION

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this 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.

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO before me

on the _____ day of _____, 2009.

by _____.

Notarial Officer

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

Signature of Bidder or Offeror’s Authorized Official _____

Name and Title of Bidder or Offeror’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 G
LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS

	Name of Subcontractor	Nevada Contractors License Number	Type of Work/Equipment	DBE Yes/No
1.				
2.				
3.				
4.				
5.				

EXHIBIT H
PROPOSAL ITEM CLARIFICATION FORM

PROPOSAL ITEM CLARIFICATION FORM

REQUEST FOR CHANGE OR APPROVED EQUAL

RFP NUMBER _____

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in the "Instructions to Contractors".

Request #: _____ Offeror: _____

Solicitation Ref: _____ Page: _____ Section: _____

Questions/Clarifications or Approved Equal:

Procuring Agency:

EXHIBIT I

**FEDERAL TRANSIT ADMINISTRATION
ASSISTED REQUIRED CLAUSES**

Exhibit I

FTA ASSISTED REQUIRED CLAUSES

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 the RTC must be carried out in accordance with Federal requirements.

Activities performed resulting from the contract to which this is an exhibit (the "Project") are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations. Accordingly, any contractor (the "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 must 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 Federal Transit Administration, used in such projects are produced in the United States. As a condition of responsiveness, the Contractor 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 the 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 the procurement solicitation which results in this contract must certify and submit either the compliance or the non-compliance "Buy America Certificate".

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.

The Contractor must submit to the RTC the appropriate Buy America certification 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 Contractor guarantees that the Bid submitted is not a product of collusion with any other contractor and that it has not been communicated by the Contractor to anyone not an employee or agent or surety of the Contractor. Contractors are required to furnish a Federal Non-collusion Affidavit at the time their bid is submitted to the RTC.

3. Incorporation of FTA Terms

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 are 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 the RTC to be in violation of the FTA terms and conditions.

4. Fly America

The Contractor 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. 301-10.131 through 301-10.143.

5. Nondiscrimination Assurance

The Contractor and all subcontractors 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 Contractor must pay all subcontractors for satisfactory performance of their contracts no later than 10 days from the receipt of payment made to the Contractor by the RTC. Prompt return of retainage payments from the Contractor to the subcontractors will be made within 15 days after each 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 Contractor determines the work of the subcontractor to be unsatisfactory, it must notify the RTC's project manager immediately in writing and state the reasons. The failure by the 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. Nondiscrimination

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 proposing 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 must be notified by Contractor of the Contractor's 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 must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, Contractor must so certify to the RTC, and must 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, the 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.

8. Incorporation of Provisions

Contractor must 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 must take such action with respect to any subcontract or procurement as the RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if the Contractor becomes

involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Contractor may request the RTC to enter into the litigation to protect the interests of the 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.

(E) 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 of Transportation 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).

9. 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.

10. 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.

11. Federal changes

Contractor must 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 constitutes a material breach of this Contract.

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15. 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 must 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.

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18. 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.

19. 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.

20. Provisions for Resolution of Disputes or Breaches

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly: 1) The Contractor agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation pertaining to the Project. If the Contractor seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform 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 Contractor 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 Contractor. 5) FTA encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

21. 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; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

22. 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.

23. 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.

24. Records Retention/Audit and Inspection of Records

(A) The Contractor shall permit the authorized representatives of the 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 the 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.

25. No Federal Government obligations to third parties by use of a disclaimer

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any subcontractors, 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 subcontractors and third party contractors.

26. Program fraud and false or fraudulent statements and related acts

The Contractor acknowledges and agrees as follows:

(A) The Contractor 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 Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may be applicable, the Contractor 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 Contractor to the extent the Federal Government deems appropriate.

(B) The Contractor 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 Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

27. 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:

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.

28. Cargo Preference: Use of United States Flag Vessels, 46 CFR, PART 381

Contractor 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 Contractor 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 the 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.

29. 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 RTC and understands and agrees that the RTC 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. 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.

31. Patent Rights

If any invention, improvement, or discovery of the RTC, Contractor or any subcontractor is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the RTC and the Contractor or any subcontractor must 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.

32. Rights in Data & Copyrights

The Contractor agrees that, as applicable, the use of any data produced or delivered under the terms of this 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.

33. 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.

34. Energy Conservation

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

35. Debarment, Suspension, Other Ineligibility and Voluntary Exclusion

The Contractor agrees by that 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 Project, unless authorized in writing by the RTC.

The Contractor further agrees that it will include a clause requiring a certification regarding debarment, suspension, ineligibility, and voluntary exclusion from the subcontractors in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

36. 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.

Pursuant to federal regulations, Contractor is required to have all subcontractors (at any tier) providing more than \$100,000 towards the contract also complete with a Certification of Compliance with Federal Lobbying Regulations.

37. Drug and Alcohol Testing

Drug and Alcohol Testing. A third party contractor providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655

38. 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.

39. 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.

40. 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.

41. 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 will account for the same, and dispose of it in the manner the RTC directs.

42. 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 : Procurement and Compliance Administrator, 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 bids 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 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 Federal Transit Administration (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 IX Office in San Francisco, California 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

- (d) include a copy of the local protest filed with RTC and a copy of the RTC decision, if any.

GENERAL PROVISIONS

Nevada Law Applies

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada. The exclusive venue and court for all lawsuits concerning this Agreement shall be the Second Judicial District Court of the State of Nevada, County of Washoe, and the parties hereto submit to the jurisdiction of that District Court.

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 the parties.

Amendments

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

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.

Regulatory Compliance

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

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.

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.

Unavoidable Delays

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

Notification of Delay

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

Request for Extension

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

Compliance with Laws/Permits and Licenses

Contractors 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 with 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 Contractor from his or her obligations to meet such fully and completely. Upon request, the Contractor shall furnish to RTC certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

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

Insurance:

At the time of execution of the contract, Contractor agrees to furnish RTC with one (1) copy of Contractor's Certificates of Insurance and a policy endorsement or policy rider evidencing proof of coverage in accordance with the contract. The Limit of General Liability Insurance shall be in an amount of not less than five Million Dollars (\$5,000,000) per occurrence or the limits of insurance customarily carried, whichever is GREATER, which adds RTC, its officers, commissioners, employees and agents as additional insureds. The policy shall protect RTC from any loss, damage or liability whatsoever, including any negligent act, failure to act or omission of Contractor or any employee, agent or representative of contractor in carrying out or attempting to carry out the provisions of the contract.

Contractor shall provide a Certificate of Insurance and an endorsement or a policy rider which provides that in the event of modification, expiration or 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.

Contractor will maintain their firms' insurability to the levels listed below throughout the contract. Carriers must be A- VII rated (or higher) based on Best Guide and are subject to approval by the RTC.

Contractor will be responsible for a vehicle and liability insurance or, in the case of commercial automobile liability insurance, may substitute that with state authorized self insurance or a combination thereof and must be acceptable to RTC. All liability policies will provide that RTC be named as additional insured for the full limits of coverage.

Contractor will provide RTC with copies of all insurance certificates and policy endorsements with RTC as additional insured prior to contract initiation. Contractor shall provide annual updates or copies upon request.

Comprehensive General Liability for Bodily Injury and Property Damage Liability Insurance will include but not be limited to:

- a. Premises/operations liability
- b. Blanket contractual liability
- c. Personal injury/Advertising liability
- d. Products/completed operations liability

The Limit of Commercial Automobile liability shall be in an amount of not less than five-million dollars (\$5,000,000) Combined Single Limit or the limits of insurance customarily carried, whichever is GREATER. RTC, its officers, commissioners, employees and agents shall be named as an Additional Insured evidenced by certificate of insurance and a policy endorsement or rider.

Hold Harmless

Contractor shall defend, indemnify, and hold RTC, its officials, employees and agents harmless from any and all claims, demands, or actions for personal injury or property damage to the extent they arise from Contractor's act or omissions, or negligent performance of work under this Agreement. Should RTC be joined or named as a party in any claim, suit, action, or other legal proceedings arising out of the services performed by Contractor under this Agreement, Contractor shall defend and hold RTC, its officials and employees harmless from same, and shall pay all costs and expenses, including attorneys' fees and defense costs, incurred in connection therewith. This paragraph shall not apply to a situation where liability arises solely from the negligent or intentional acts, of any officer, employee of some other contractor or agent of RTC. agents.

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

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

- (A) The Contracting Officer may at any time, by written change order, (oral change orders are not permitted) and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (B) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (C) 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.
- (D) If the Contractor's Bid 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.
- (E) 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.
- (F) 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.

Single Proposal Response

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

Continuing Obligation

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

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.