

# **REGIONAL TRANSPORTATION COMMISSION**

## **REQUEST FOR PROPOSAL FOR THE PROVISION OF RTC ACCESS ADA PARATRANSIT SERVICES**

RFP: **RTC9-05F**

Released on November 23, 2009  
Proposals due January 14, 2010

**Regional Transportation Commission**  
1105 Terminal Way, Suite 300  
Reno, Nevada 89502

## **LEGAL NOTICE**

### **NOTICE OF REQUEST FOR PROPOSALS FOR THE PROVISION OF RTC ACCESS ADA PARATRANSIT SERVICE**

NOTICE IS HEREBY GIVEN that the Regional Transportation Commission of Washoe County, Nevada (RTC) is requesting proposals from qualified contractors to provide operations and maintenance services for the RTC ACCESS ADA paratransit system.

A copy of the detailed Request for Proposals, including the necessary submittal requirements, will be available from the RTC November 23, 2009, by contacting Elisa Rizzo, Procurement and Compliance Administrator, by phone at 775.335.1831, by fax at 775.348.3229, by email at [erizzo@rtcwashoe.com](mailto:erizzo@rtcwashoe.com), or by mail at 1105 Terminal Way, Suite 300, Reno, NV 89502. Copies of the Request for Proposals will also be available at the RTC Finance Department Office at 1105 Terminal Way, Suite 300, Reno, Nevada 89502.

A non-mandatory pre-proposal conference will be held at 9:00 am on Friday, December 4, 2009, at the RTC Facility, 600 Sutro Street, Reno Nevada. We strongly recommend you attend the pre-proposal conference. The conference will be available by teleconference. Please contact Elisa Rizzo by close of business on December 2, 2009 at (775) 335-1831 if you would like to participate via teleconference.

Proposals will be accepted until 2:00 pm (PST), Thursday, January 14, 2010, at the above address.

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

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

# REQUEST FOR PROPOSAL

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# **PROVISION OF OPERATIONS AND MAINTENANCE SERVICES FOR THE RTC ACCESS ADA PARATRANSIT SYSTEM**

## **SECTION 1.0 – BACKGROUND**

The Regional Transportation Commission of Washoe County (RTC) is seeking proposals from qualified contractors to provide operations and vehicle maintenance services for the RTC ACCESS Americans with Disabilities Act (ADA) paratransit system in Washoe County, Nevada.

### **1.1 GENERAL INFORMATION ABOUT THE RTC**

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

#### **Public Transportation**

The RTC is responsible for establishing and operating the public transportation systems in Washoe County. In addition to RTC ACCESS, RTC operates five fixed-route services (RTC RIDE, RTC RAPID, RTC CONNECT, RTC INTERCITY and RTC SIERRA SPIRIT). The current RTC RIDE fixed-route system originated in 1978 (then known as “Citifare”) now operates 26 routes and provided over 8,400,000 passenger trips in FY 2009. RTC operates 77 wheelchair accessible coaches equipped with public address systems, automated stop announcements and automatic vehicle locaters. Since 1978, the RTC has utilized a transit management contract with First Transit to deliver the service and maintains a shell corporation, Transit Management of Washoe, Inc. (TMW), for employing the work force.

RTC ACCESS is a door-to-door Americans with Disabilities Act (ADA) transportation services for people who meet the ADA paratransit eligibility criteria. RTC ACCESS operates 24/7 throughout a 250 square mile area and in FY 2009 provided over 238,000 rides using 50 revenue vehicles. RTC ACCESS is provided through a modified full service contract with MV Transportation, Inc. (MV.) MV has been the contractor since July 2003 (FY 2004); RTC previously contracted with ATC/Vancom to operate the “CitiLift” service (now RTC ACCESS) from 1988 through June 2003. The RTC also contracts with a local taxicab company, Reno-Sparks Cab, to transport a limited number of rides. The majority of funding for RTC ACCESS comes from the 5/16% Washoe County sales tax assigned to transit. RTC ACCESS passenger fares of \$3.00 (ADA zone) and \$6.00 (non-ADA zone) generate approximately 8% of the operating revenue.

The RTC also administers a subsidized taxi voucher program, Washoe Senior Ride, for Washoe County residents 65 years and older. The taxi vouchers (Taxi Bucks) cannot be used on RTC ACCESS or RIDE.

RTC, RTC RIDE, RTC INTERCITY, RTC RAPID, RTC CONNECT, RTC SIERRA SPIRIT, and RTC ACCESS are proprietary names of the RTC.

## Transportation Planning

The RTC is the designated Metropolitan Planning Organization (MPO) for the Reno/Sparks metropolitan area. As the MPO, RTC is responsible for all regional transportation planning, including development of the annual Unified Planning Work Program (UPWP), the annual Regional Transportation Improvement Program (RTIP), and the Regional Transportation Plan (RTP). The UPWP identifies transportation planning activities to be undertaken by the RTC in cooperation with federal, state and local agencies. The RTIP contains all federally funded transportation projects, and the RTP is a 30-year planning document that guides the development of all regional transportation programs.

## Regional Street and Highways Program

The principal responsibility of the RTC in the street and highway program is to prioritize and approve projects, and provide for their funding, design, construction, and administration. The primary source of revenue for the Regional Street and Highways Program is a \$0.1089-per-gallon motor vehicle fuel tax collected on all gasoline sold in Washoe County.

## Regional Road Impact Fee Program (RRIF)

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

## **1.2 RTC ORGANIZATIONAL STRUCTURE**

The RTC is a governmental agency composed of five Commissioners: two representing the Washoe County Commission, two representing the Reno City Council and one representing the Sparks City Council.

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

### **1.3 RTC ACCESS SUPPORT SERVICES FROM RTC**

The RTC currently provides a number of support services to the contractor for RTC ACCESS. These support services include transportation planning, community outreach and information, ADA paratransit eligibility determination, monitoring of service productivity, provision of a fully furnished facility and vehicle fuel at no cost to the contractor, computer hardware/software maintenance and support, building and grounds maintenance and engineering support when necessary for the physical plant facilities. The RTC also staffs the RTC ACCESS customer service telephone line seven days a week from 7:00 AM to 7:00 PM

### **1.4 DETAILED INFORMATION ABOUT RTC ACCESS ADA PARATRANSIT SERVICES**

RTC ACCESS is RTC's ADA complementary paratransit service. RTC ACCESS does not provide emergency transportation. Since July 2003, MV Transportation, Inc. has been RTC's contractor for the staffing, operation and maintenance of RTC ACCESS. MV employs approximately 70 people in the daily provision of RTC ACCESS service. The current MV contract is a modified full service agreement, with the RTC owning and providing the facility and capital equipment and MV providing ride reservations, scheduling, dispatch, van service and vehicle maintenance. The previous contractor from FY 1989 through FY 2003 was ATC/Vancom.

From July 1988 to February 1997, ATC/Vancom provided all RTC ACCESS services. However, night transportation was expensive to provide due to light ridership and the RTC began contracting with a local taxi company, Whittlesea Checker Taxi, for those rides. Whittlesea Taxi was the paratransit taxi contractor through June 2009.

In FY 2010 (July 2009) RTC changed their taxi contractor to Reno-Sparks Cab Company (RSC) and RSC now provides RTC ACCESS rides between 8:00 pm and 6:00 am, plus selected daytime trips. MV provides trip reservations and manifests for the taxi component of RTC ACCESS service. **Taxi transport is not included in this solicitation.** The contractor resulting from this solicitation is not responsible for oversight of the taxi transport.

A copy of the RTC's 13(C) agreement for RIDE transit services is included with this RFP and would pertain to any contract(s) executed by RTC for RTC/RTC ACCESS services. (See Exhibit L).

### **1.5 CURRENT SERVICE CHARACTERISTICS**

RTC ACCESS serves a 250 square-mile area with a population of over 300,000. The service area encompasses the urbanized portion of southern Washoe County plus additional unincorporated areas. (See Exhibit B – RTC ACCESS Service Area Map).

RTC ACCESS service is available 24 hours per day, 365 days a year, for any trip purpose. RTC ACCESS offers pre-scheduled, demand-responsive, door-to-door transportation services to individuals who meet Americans with Disabilities Act (ADA) paratransit eligibility criteria. Eligibility must be approved by the RTC through its independent ADA eligibility contractor, The Continuum, and approximately 3,100 people are certified eligible to ride RTC ACCESS. Three quarters of them are 60 years or older.

All RTC ACCESS trips are pre-scheduled via phone. RTC ACCESS customers may request trips from 3 days to 1 day in advance, specifying their trip origin, destination, and when they want to



travel. Passengers requiring transportation on a regular schedule (same origins and destinations, same times, and one or more times a week) may request subscription service. ADA paratransit regulations limit the availability of subscription service. Although RTC ACCESS operates every day of the year, subscription service does not operate on holidays because the agencies and sheltered workshops that generate most of the subscription trips are generally closed.

The current RTC ACCESS fare is \$3.00 per one-way trip within the ADA zone, paid with tickets. Service to or from the non-ADA zone requires two tickets. RTC is responsible for the sale of all tickets. RTC ACCESS drivers do not sell tickets or accept cash fares. Passengers pre-purchase tickets (sold in books of ten) and present the tickets to the driver before each trip. People having RTC ACCESS photo ID cards may use the RTC fixed-route buses for \$0.50. Attendants ride free of charge on both RTC ACCESS and RTC fixed-route services. There is also a free-fare zone which encompasses ¼ mile around the RTC SIERRA SPIRIT route. No fare is charged on RTC SIERRA SPIRIT.

All RTC ACCESS rides, whether actually provided by MV or referred to Reno Sparks Cab, are reserved, scheduled, and dispatched through the RTC ACCESS call center. The RTC ACCESS call center receives approximately 340 reservation phone calls each weekday and 190 calls per day on weekends and holidays.

RTC ACCESS's transportation is of three basic types:

- (1) Subscription service that primarily transports individuals to senior centers, employment, education, and medical services. This service currently accounts for approximately 45% of all RTC ACCESS trips.
- (2) Non-emergency demand-responsive service that operates seven days a week on an individual trip reservation basis. This service currently accounts for approximately 45% of all RTC ACCESS trips.
- (3) Shopper routes that circulate within specific geographic areas with high concentrations of riders. Shopper route trips are same-day service and non-ADA transportation. This service currently accounts for approximately 10% of all RTC ACCESS service.

## **1.6 CURRENT LEVEL OF OPERATIONS**

During Fiscal Year 2009 (July 1, 2008-June 30, 2009), RTC ACCESS van service provided 238,026 passenger trips, operated 86,407 revenue vehicle hours, and 1,317,831 revenue vehicle miles at a gross cost of approximately \$5,202,000. Gross cost includes insurance, fuel and RTC administrative costs. Performance statistics for FY 2007 - 2009 and estimated FY 2010 are listed below.

System trends over the past three years are detailed in Figure 1, RTC ACCESS Operating Statistics.

FIGURE 1 – RTC ACCESS OPERATING STATISTICS						
CATEGORY	FY 2007		FY 2008		FY 2009	
	Indicator	Change from prior year	Indicator	Change from prior year	Indicator	Change from prior year
VAN TRIPS	232,232	2.15%	224,451	-3.35%	224,933	0.21%
VAN REVENUE VEHICLE HOURS	88,320	3.06%	87,985	-0.38%	86,407	-1.79%
VAN REVENUE VEHICLE MILES	1,333,009	3.17%	1,275,970	-0.36%	1,317,831	3.28%
VAN PASS/RVH	2.63	-2.42%	2.55	-2.98%	2.60	2.04%
VAN PASS/RVM	0.174	-2.52%	0.176	0.97%	0.171	-2.97%
VAN LIFT TRIPS	46,450	9.36%	43,935	-5.41%	42,667	-2.89%
NO SHOWS	7,597	-8.45%	6,265	-17.53%	5,732	-8.51%
TRIPS DENIED	8	-99.70%	1	-87.50%	0	-100.00%

	<u>FY 2009</u>	<u>FY 2010 Estimated</u>
Total annual van ridership	224,933	200,200
Van revenue vehicle hours	86,407	77,000
Van revenue vehicle miles	1,317,831	1,177,647
Van passengers per RVH	2.60	2.60
Passengers per RVM	0.17	0.17
Gross cost *	\$5,202,000	\$5,565,460
Gross cost per van passenger	\$21.85	TBD
Gross cost per van revenue vehicle hour	\$60.00	TBD

### 1.7 RTC ACCESS VEHICLE FLEET

RTC ACCESS operates a revenue fleet of 45 wheelchair accessible cutaways powered by single-fuel, compressed natural gas (CNG). The spare ratio is approximately 10%. There are also 3 wheelchair accessible Ford Econoline vans used as supervisory vehicles (2 gasoline powered, 1 CNG powered) and 1 diesel-powered shop truck. RTC owns all vehicles and capital equipment. The revenue vehicles are:

- 15 2004 Ford/Goshen Coach CNG-powered lift-equipped cutaways
- 15 2005 Ford/EI Dorado CNG-powered lift-equipped cutaways
- 15 2007 Ford/EI Dorado CNG-powered lift-equipped cutaway

The support vehicles are:

- 2 2001 Ford Econoline passenger vans with lifts; 1 gasoline-powered, 1 CNG- powered
- 1 2007 Ford Econoline passenger van with lift, gasoline-powered
- 1 2009 Chevrolet 3500 1-ton diesel-powered truck with utility bed, winch and snow plow
- 1 1995 Nissan gasoline-powered forklift

More comprehensive detail is provided in Exhibit G - Vehicle Inventory and Replacement Schedule. The revenue vehicles traveled an average of 26,350 miles per vehicle in FY 2009.

Vehicle replacement is based on a minimum 7-year/200,000-mile life-cycle. All replacement and expansion revenue vehicles will be ordered with single-fuel CNG engines. Due to budget shortfalls in FY 2010, seven of the 2004 Ford/Goshen vans due to be replaced in FY 2011 will not be replaced until FY 2014.

For purposes of responding to this RFP, Proposers should assume that the fleet is in 'as is condition' and will consist of 45 revenue vehicles in FY 2011 - 2013 and 47 revenue vehicles in FY 2014-2017.

The successful Proposer will be responsible for procuring RTC ACCESS vehicles to the satisfaction of the RTC. Contractor procurement responsibilities include writing vehicle technical specifications, production, inspection services (in compliance with FTA Third Party Contracting requirements), delivery and acceptance in accordance with standards established by RTC in the Agreement. RTC will conduct the actual solicitation for the vehicles, pay for and own the vehicles.

It should be noted that the RTC may choose at its sole discretion to alter the fleet composition after consultation with the Contractor by the introduction of sedans or different vehicle types. If so it will be done as a demonstration project and provide the opportunity to observe and quantify the extent, to which sedans or other vehicle types would benefit RTC ACCESS operations and efficiency.

## **1.8 FACILITIES AND EQUIPMENT**

RTC ACCESS operations and maintenance are located on 3.5 acres at 600 Sutro Street in Reno. This facility was opened in 1993 and has a full-service maintenance shop, vehicle wash, CNG fueling station, administrative areas, call center, dispatch, conference and training areas, and secure parking for the fleet. The facility is fully furnished. RTC owns and will provide computer and office equipment as detailed below and in Exhibit H - Equipment Inventory. The Contractor will be expected to provide all other necessary office supplies and equipment. Under the present arrangement RTC provides, at no expense, use of the RTC/RTC ACCESS Facility, heating, electricity, security, janitorial service and grounds maintenance. The Contractor is expected to pay their monthly phone charges, provide their janitorial supplies, and maintain their part of the location in a neat and professional condition.

### **RTC ACCESS Telephone System**

The RTC ACCESS telephone system is comprised of a Nortel 11c PBX, Nortel digital telephones, Meridian Mail, Symposium ACD and a Dictaphone call recording system. Additional analog lines are provided for fax, TTY and dial-out modems. The system is managed and maintained by RTC Staff. Local calls are not charged. Long distance charges are the responsibility of the Contractor.

### Nortel PBX

The PBX provides four digit dialing for internal calls, direct inward dialing, 9+external dialing and restricted long distance dialing. The system includes all basic PBX features such as call transfer, forwarding, conference calling and numerous other features including call restrictions and extensive reporting capability.

### Nortel Digital Telephones

Nortel 3903, 3904, 2616, and 2216 telephones are provided and maintained by RTC as required. Headsets are provided for all reservations agents, and wireless phones are currently used by the operations manager and front desk.

### Meridian Mail

All telephones have individual voicemail, with custom greetings and RTC ACCESS security. An off-hours message is configured to handle general calls and a cancellation voicemail port receives all cancellation calls.

### Symposium ACD

Calls to RTC ACCESS Reservations are routed through Symposium automated call distribution (ACD) system. Reservations agents login with user specific IDs to accept calls from the queue. Agents can change their status to 'not-ready' as necessary. All inbound calls receive an initial greeting that states all calls are recorded, then placed into the queue for the next available agent. Supervisors can monitor all agents, including listening in on active calls. Numerous reports on call statistics and agent performance are available through a dedicated Windows 2000 PC running the Symposium client software. In addition, this PC displays real-time information including the number of calls in the queue, average hold time, number of agents logged in, and their status.

### CallParrot

All calls are recorded by CallParrot hardware and software; calls can be played back on any PC using an internet client and saved to file for distribution through email or disk.

A CallParrot Interactive Voice Response ("IVR") system makes "Day Before Trip Reminder" calls. Customers are presented with a list of their scheduled rides and prompted to confirm their schedule or transfer to a reservation agent for changes. The IVR maintains a customer database and gives customers the ability to "opt out" should they no longer wish to receive the reminder calls. The list of customers and rides is automatically exported from the Trapeze scheduling software. Customers who consistently "no show" can be required to receive calls.

By prompting customers to cancel or change their rides the day before their trip the IVR assists in producing more efficient manifests, thereby reducing operating costs.

### **ITS System**

The RTC utilizes Trapeze ITS TransitMaster™ for its Automated Vehicle Location and Computer Aided Dispatching AVL/CAD functions. Radio and computer equipment is installed at base, in the dispatch center and in the vehicles to allow data and voice communications. Polling rate is set at 30 seconds for all vehicles to update real time locations. Vehicles are equipped with GPS, WLAN antennas, Intelligent Vehicle Logic Unit (IVLU) and Mobile Data Terminal (MDT) to allow radio and data communication. The vehicle equipment receives GPS signals, calculates its exact location using differential corrections onboard the vehicle, and transmit the data back to dispatch via radio

data frequency. All data exchange between the vehicle and TransitMaster™ network are done through WLAN.

Forty-five RTC ACCESS paratransit vans, three supervisory vans and one maintenance truck are equipped with the ITS equipment. Contractor shall be responsible for the on-board diagnosis and removal/installation of ITS equipment and radio equipment contained within the vehicles. Components included are as follows: IVLU, CIVLU, MDT, CMDT, two-way radio, microphone, speakers, GPS antenna, WLAN antenna, component wiring and circuit protection. RTC is responsible for the purchase and stock of said components and will deliver same to contractor in a timely manner to ensure minimal loss of vehicle service.

One Zetron Model 4010 Radio Dispatch console at RTC ACCESS is configured with a telephone headset interface option to facilitate use of one common headset for operations on both the telephone and the radio console at the same time. Both consoles have footswitches for PTT functions. One Motorola 125 watt UHF CDM 1250 radio is installed at this location for backup use. A Motorola MTR2000 Backup Base Station is also installed at this location to continue the radio transmissions in the unlikely event of a T-1 interconnectivity failure.

#### Reservation Workstations

Currently, there are seven workstations with 19-inch monitors for reservation functions. Reservationists are able to utilize the AVL functions dealing with clients. Workstations are currently on a 5-year replacement cycle.

#### Other Workstations

The specifications for other workstations that have CAD/AVL software are similar to the reservation workstations. These workstations include a Routing Supervisor Workstation, a Maintenance Shop Workstation, Operations Manager Workstations, and a General Manager Workstation. A complete list is in Exhibit H – Equipment Inventory.

#### Mobile Radio System

Radio equipment consists of 58 Motorola CDM 1250 mobile radios (50 in RTC ACCESS fleet vehicles plus 6 spares and 2 in the 'Bus In A Box' ITS simulators), a base station (described above), and six (6) Motorola hand-held portable radios. The Contractor is responsible for routine maintenance expenses.

### **Maintenance Shop**

RTC owns and will provide major shop equipment necessary for maintenance of the RTC ACCESS fleet as detailed in Exhibit H - Equipment Inventory

Automotive parts are generally available in the Reno-Sparks area therefore maintaining a substantial parts stock on site, except CNG parts, has not been necessary. The Contractor must provide an adequate supply of vehicle parts and include them as operating costs. Contractor cannot miss a pullout due to vehicle maintenance issues. Proposers should note that CNG parts are generally not available in the Reno-Sparks area and are expensive.

Items such as mechanics' tools, supplies, fluids, tires, etc. must be provided by the Contractor and included as operating costs. In case of a change in Contractor, the incoming Contractor may negotiate with the outgoing Contractor for the parts inventory.

## 1.9 PERSONNEL

The RTC ACCESS (MV) hourly wage rates for July 1, 2009 are:

### **Teamsters** – Pension Contribution \$1.40 p/h

<u>Job Category</u>	<u>Minimum</u>	<u>Average</u>	<u>Top Wage</u>
Training	\$8.95	\$8.95	\$8.95
Drivers	\$9.91	\$14.50	\$17.03
Reservations	\$ 9.91	\$15.90	\$17.03
Mechanics	\$15.60	\$19.74	\$20.44
Utility	\$ 10.56	\$14.46	\$14.46

### **Operating Engineers**

<u>Job Category</u>	<u>Minimum</u>	<u>Average</u>	<u>Top Wage</u>
Admin Clerk	\$10.00	\$15.60	\$15.60
Dispatch/Router	\$10.00	\$11.99	\$15.60

### **Operations Supervisors**

<u>Job Category</u>	<u>Minimum</u>	<u>Average</u>	<u>Top Wage</u>
Supervisor	NA	\$15.51	\$17.31

The current MV staffing levels are:

<u>Job Category</u>	<u>Full Time</u>	<u>Part Time</u>
Drivers	43	8
Reservations	4	1
Dispatch/Routers	2	1
Operations Supervisors	2	0
Mechanics	3	0
Utility	1	0
Admin Clerk	1	0
Maintenance Manager	1	0
Operations Manager	1	0
IT Manager	1	0
General Manager	1	0
Safety/Training Manager	1	0

## 1.10 FINANCIAL INFORMATION

Funding for RTC ACCESS operations and capital is primarily derived from a 5/16% sales tax in Washoe County designated for public mass transportation. RTC ACCESS operating expenses are largely paid with local dollars from the sales tax and rider fares, plus approximately 10% annually from the Federal Transportation Administration (FTA) 5307 grant. It should be noted that RTC public transportation is operating under a significant funding shortfall from decreased sales tax revenues. Federal Transit Administration (FTA) funding was used for design and construction of the RTC ACCESS Facility and is used for vehicle acquisitions.

RTC payments to the RTC ACCESS contractor are on a monthly invoice basis. MV invoices RTC for the number of revenue vehicle hours (RVH) provided during the previous month times the current contract rate, plus the monthly insurance charge and any performance bonuses or penalties. Revenue vehicle hours are defined as first pickup to last drop off, excluding driver breaks. Monthly invoices also include information on vehicle maintenance costs (See Exhibit E - Glossary).

RTC ACCESS fares are paid with pre-purchased tickets and fare collection is the contractor's responsibility. Each ticket is priced at \$3.00. All passengers except attendants are required to pay fares for each trip. Attendants ride free when boarding and alighting with the ACCESS client who is authorized to travel with an attendant. Attendants comprise approximately 9% of total passengers. A fare of 1 RTC ACCESS ticket per paying passenger is charged for trips beginning and ending inside the ADA zone and 2 RTC ACCESS tickets per passenger for trips beginning and/or ending outside the ADA zone. Will-call rides require double fares. Tickets will be collected when riders board the vehicles for all passengers except those serving as attendants to RTC ACCESS customers authorized to have an attendant. Companions pay the same fare as eligible RTC ACCESS riders.

RTC ACCESS also has a free-fare zone for RTC ACCESS trips which begin and end within  $\frac{3}{4}$  mile of the Sierra Spirit route. That free fare zone is in effect 24/7, which exceeds the Sierra Spirit operational hours of 7:00 am to 7:00 pm daily.

RTC is responsible for all ticket sales, has established ticket outlets at over 25 business and agencies in the Reno-Sparks area, plus sells the tickets via [www.rtcwashoe.com](http://www.rtcwashoe.com) and by mail. The RTC ACCESS contractor does not stock outlets, sell tickets, or accept money. The Contractor collects and records tickets; RTC periodically audits tickets and manifests for verification against the number of trips reported. Drivers are not permitted to accept tips.

## 1.11 COMPUTERIZED RESERVATIONS, SCHEDULING AND DISPATCHING

RTC ACCESS trips are reserved, scheduled and routed utilizing Trapeze Software, Inc. PASS (Trapeze version 7.1) which is licensed to the RTC. Demand-response trips are scheduled while the customer is on the phone to eliminate calling back to confirm trip times. The Contractor is responsible for maintaining the database; RTC is responsible for server maintenance and catastrophic repairs.

RTC ACCESS computer equipment consists of seven (7) pentium 1.0 Ghz workstations for reservations, two (2) pentium 1.4 Ghz workstations for Dispatch, and eight (8) pentium 1.4 Ghz

workstations for administration. All machines are connected to the RTC 100MB ethernet network. There is one laser printer in the dispatch area and two laser printers for administration. The PASS software resides on two (2) mirrored pentium 700 Mhz Novell servers. Administration files reside on a file server supplied by the RTC.

A CAD/AVL system is also used for the RTC ACCESS dispatch. This system includes two (2) dual monitor Pentium 4 2.0 Ghz workstation to use the Trapeze ITS (formerly Siemens) TransitMaster Bus Operations software. There are five (5) reservations workstations and 1 TransitMaster workstation in the call center. The TransitMaster workstation is used for responding to ‘Where’s my Ride?’ inquiries.

The current workstations will be replaced with seven (7) Pentium 4 2.4 Ghz workstations. The servers will include a Domain Controller, an application server and a database server.

All hardware, servers, workstations and network are provided by the RTC; all users are part of the RTC Domain.

## **1.12 FUTURE SERVICE**

As with many transit agencies, the RTC is experiencing serious funding shortfalls that have resulted in service reductions. In this economic climate it is expected that there will be little growth in RTC ACCESS service during the term of this Agreement. What may occur are the eventual elimination of all trips beyond the ADA zone and the constriction of the ADA zone as RTC RIDE routes are reduced.

Accompanying this are policy and procedural changes that may occur in the near future to attempt to mainstream people with disabilities. These include a one-day reservation interval, distance-based RTC ACCESS fares and increased coordination with RIDE fixed-route service so that more RTC ACCESS riders can be transported to/from bus stops. Proposers are encouraged to submit ideas or examples of policy or procedural changes that could be implemented and what the expected cost savings could be. RTC is willing to consider sharing the savings that result from any ideas approved by the RTC and implemented by the contractor.

In 2001 the RTC formed CitiCare, an independent 501(c)(3) nonprofit organization to raise funds for transportation for people with disabilities and senior citizens. CitiCare grants annually fund approximately 9,000 rides which are divided more-or-less equally between van and taxi service. Due to the nature of CitiCare’s current grants, only non-ADA zone rides are funded by CitiCare. These trips are reserved and scheduled through RTC ACCESS dispatch the same way as all other rides.

## **SECTION 2.0 – PROPOSAL INFORMATION**

### **2.1 GENERAL INFORMATION**

Proposals are requested for the services outlined in this RFP (see Exhibit A - Scope of Services).

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions, and do not include the required information may be rejected as insufficient or not be considered for further evaluation.



RTC reserves the right to request a Proposer to provide any missing information and to make corrections. Therefore, Proposers shall pay close attention to and strictly follow all instructions. Submittal of a proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated on the clarification form. Any such conditions, exceptions, reservations or understandings which do not result in the rejection of the proposal are subject to evaluation under the evaluation criteria section of the proposal. The RTC will select for any award the highest ranked proposal from a responsible Proposer which does not render this procurement financially infeasible and is judged to be most advantageous to the RTC. There is no DBE requirement for this solicitation.

**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.**

## 2.2 SCHEDULE

The following schedule is anticipated for this project:

Release of RFP	November 23, 2009
Pre-proposal conference	December 4, 2009
Written questions/clarifications due	December 11, 2009
RTC reply to all questions	December 18, 2009
Proposals due	January 14, 2010
Review of proposals	January 15 – February 12, 2010
Interviews with management firms	February 26, 2010
Recommended award	March 23, 2010
Protest of Award Deadline	April 1, 2010
RTC Board approval of award	April 16, 2010
Execute agreement	May 7, 2010
Implement Service	July 1, 2010

## 2.3 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on Friday, December 4, 2009, at 9:00 am in the RTC/RTC ACCESS conference room, 600 Sutro Street, Reno, Nevada. **You are strongly encouraged to attend the pre-proposal conference.** The conference will be available

by teleconference. Please contact Elisa Rizzo by close of business on December 2, 2009 at (775) 335-1831 if you would like to participate via teleconference.

The purpose of the conference will be to clarify any ambiguity in the Request for Proposals and to answer any questions Proposers may have regarding any aspect of the RFP. **This will include an opportunity to tour the RTC/RTC ACCESS Facility for those attending in person.**

## **2.4 DRAFT AGREEMENT**

The successful Proposer will be required to execute an agreement with the RTC for service provision substantially similar to the attached draft agreement within twenty-one (21) calendar days after formal award of the contract by the RTC. The term of the agreement will be for up to seven (7) years (five years plus two option years).

## **2.5 PROPOSING FIRM'S REPRESENTATIONS**

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

- (a) The firm is familiar with all of the requirements and specifications of this RFP, including the sample Agreement and Scope of Services.
- (b) The firm is familiar with all matters affecting the performance of the work, including all general and special laws, ordinances **including State and Federal laws and** regulations that may affect the work, its performance or those employed therein.
- (c) The firm is currently in the business and is fully qualified and skilled in the field of providing ADA paratransit operations and CNG-powered paratransit vehicle maintenance and is fully willing and able to satisfy the requirements of the RTC as outlined in the RFP and the Scope of Services.
- (d) The firm is familiar with the legal requirements of establishing a Nevada corporation to employ a transit system work force and the related federal requirements relative to hiring and maintaining a work force.

## **2.6 PRE-CONTRACTUAL EXPENSES**

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

## **2.7 NON-EXCLUSIVITY OF AGREEMENT**

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

## **2.8 NON-COLLUSION**

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

By submitting a proposal, the prospective contractor represents and warrants that such a proposal is genuine and not a sham, is not collusive or made in the interest or on behalf of any person or party not therein named, and that the prospective contractor has not directly or indirectly induced or solicited any other contractor to put in a sham proposal, or any other person, firm or corporation to refrain from presenting a proposal, and that the prospective contractor has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract award found null and void.

## **2.9 RFP ADDENDA**

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

## **2.10 WITHDRAWAL OF PROPOSAL**

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

## **2.11 CONFIDENTIALITY OF BID PROPOSALS**

The proposal submitted by the Proposer shall be kept confidential by the RTC to the extent permissible under Nevada law. NRS 332.061 states:

Limitations on disclosure of proprietary information regarding trade secret and of bid containing provision requiring negotiation or evaluation.

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

## 2.12 EVALUATION OF PROPOSALS

All aspects of the evaluation of the proposals and any discussions/negotiations, including documentation, correspondence and meetings, will be kept confidential during the evaluation and negotiation process. No information, financial or otherwise, will be provided to any proposer about any of the proposals from other proposers. Proposers will not be given specific financial requirements they must meet to gain further consideration, except that proposed costs may be considered to be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other proposers.

A committee appointed by the RTC Executive Director, or his designee, will evaluate all proposals received. The evaluation committee will take all information provided, including the proposed costs, into consideration in making its award recommendation to the RTC.

The contract will be awarded to the most responsible and responsive firm in accordance with the evaluation criteria for this Request for Proposal. The following criteria and weights will be utilized:

### **Part I: Proposal**

- |     |   |           |
|-----|---|-----------|
| (a) | Reasonableness and cost effectiveness of cost proposal.   | 30 points |
| (b) | Experience of the proposed management team. <ul style="list-style-type: none"><li>• Years of comparable experience of each team member</li><li>• quality of references from other paratransit properties</li><li>• experience working with paratransit labor unions</li><li>• experience maintaining and operating paratransit equipment, including CNG-powered vehicles, radios, ITS systems, etc.</li><li>• expertise in compliance with FTA procurement regulations.</li></ul> | 20 points |
| (c) | Approach of the proposed management team. <ul style="list-style-type: none"><li>• human resources management philosophy</li><li>• employee training programs</li><li>• risk management and safety programs</li><li>• customer satisfaction from other paratransit properties</li><li>• sustainability initiatives</li><li>• evidence of innovative approaches to managing people and programs</li><li>• number of grievances from previous properties</li></ul>                   | 15 points |
| (d) | Quality and depth of support from the corporate office. <ul style="list-style-type: none"><li>• oversight and support of resident management team</li><li>• depth of expertise available to client from corporate office</li><li>• added value company brings to the RTC and community</li></ul>  | 15 points |
| (e) | Demonstrated ability to utilize Trapeze scheduling software   | 10 points |

(f) Sustainability and innovation	<u>10 points</u>
Part I - TOTAL:	100 points
<b><u>Part II: Interview</u></b>	<u>50 points</u>
GRAND TOTAL	150 points

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

Proposals will be evaluated in a two-step process by the Selection Committee:

- (a) Information required as part of the proposal will be evaluated. The committee will review the proposals submitted and may, at its discretion, invite some or all persons offering proposals to submit additional material to support or clarify their proposals. Based upon this evaluation, at least two of the firms may be selected for final consideration.
- (b) RTC reserves the right to conduct oral interviews with any or all of the Proposers and proposed management team candidates. Interviews will be at the exclusive option of the RTC. Any information provided as part of the interview process will also be considered in selection of the successful Proposer.

At the exclusive option of the RTC, the RTC may enter into further negotiations with selected firms.

### **2.13 BEST AND FINAL OFFER**

After all interviews have been completed, each of the Proposers in the competitive range may be afforded the opportunity to amend its proposal and submit a Best and Final Offer (BAFO.)

The RTC reserves the right to make an award to a Proposer whose proposal it judges to be most **responsive and responsible to the solicitation requirements** to the RTC **and the public** based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFOs. **RTC reserves the right not to award a contract.**

### **2.14 AWARD**

Based on the evaluation of proposals received, RTC staff may initiate negotiations with the top firm(s) selected. RTC reserves the right, if it is in the best interest of the RTC, to negotiate with more than one firm and thereafter, recommend contract award to the Proposer that offers the most favorable conditions. RTC reserves the right to award a contract with a firm without any negotiations.

The RTC reserves the right to withdraw this RFP at any time without prior notice and makes no guarantees that a contract will be awarded to any Proposer. The RTC also reserves the right to

postpone the openings of proposals for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals without indicating any reason for rejection.

### **SECTION 3.0 -- SUBMITTAL REQUIREMENTS**

#### **3.1 PROPOSAL SUBMITTAL AND DEADLINE**

Proposals must be received no later than 2:00 pm (PST) on January 14, 2010. Proposals received after that time and date will not be considered and will be returned to the Proposer unopened. It shall be the sole responsibility of the firm submitting the proposal to ensure timely delivery.

Proposals shall be submitted in two separate sealed envelopes, one marked "Technical Proposal," and one marked "Cost Proposal." In addition, the envelopes shall be marked "Proposal for RTC ACCESS ADA Paratransit Services." **Technical proposals and cost proposals must be submitted in separately sealed envelopes or other containers to be considered.**

**Proposers shall use the *Cost Proposal Form* attached as Exhibit F for summarizing all expenses associated with this proposal. Costs are to be estimated as accurately as possible without the expectation of using change orders to compensate for low initial prices.**

Submit one (1) original and ten (10) printed copies of the Technical Proposal, and one (1) original and ten (10) printed copies of the Cost Proposal, plus one electronic copy in .pdf format on a CD, of the proposal to:

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

The RTC will not be liable for any costs incidental to the preparation of proposals, material, reproduction, presentations, copyright infringements, etc. Preparation costs and presentations, if any, shall be the sole responsibility of the person or firm offering the proposal.

#### **3.2 SUBMITTAL CHECKLIST**

To be considered responsive, Proposers must include **all** of the items listed below in their proposals.

**Deliverable:** In the space provided in this list, indicate the section number in your proposal in which each of these items appears.

	<u>Section number in your proposal</u>
• Deliverables required in Section 3.0, Submittal Requirements	_____
• Organizational Information	_____
• List of Subcontractors	_____
• Proposed Management Personnel	_____
• Organizational Strengths and Abilities	_____
• References	_____
• Additional On-Site Support Services	_____
• Off-Site Management Support Services	_____
• Proposal Bond	_____
• Transition Plan and Costs	_____
• Cost Proposal	_____
• Incentive Proposal	_____
• Affidavit of Non-Collusion	_____
• Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion	_____
• Buy America Certification	_____
• Lobbying Certification	_____
• Submittal Statement	_____
• Addenda Acknowledgement (if any)	_____

**3.3 ORGANIZATIONAL INFORMATION**

Proposals must include a description of the firm's (and any subcontractors') organizational structure, paratransit management experience, history, legal status (i.e. partnership, corporation, etc.), capabilities, list of owners and officers, number of personnel by discipline and management philosophy. This statement must demonstrate that the firm or its principals have at least five years experience in the provision of ADA paratransit services.

Proposals must include the contact person for this project and title, officer of the firm with the authority to sign a legally binding contract and a resolution by the firm empowering that officer to enter into contracts.

Include a complete list of the paratransit systems managed and/or operated by the firm within the last five years, with an indication of whether each is a current or former client. The type of contractual arrangement (i.e., management, turnkey, brokerage, etc.) must be specified for each property, as well as the number of years the firm has managed and/operated each property. Indicate whether the contract was renewed and, provide the reason if not renewed. A detailed description of the systems should be provided to include the number of vehicles, number of passengers, gross cost per hour, number of accidents, number of complaints, productivity indicators, number of revenue vehicle hours, and number of revenue vehicle miles. Emphasis

should be placed on the systems that have an active CNG revenue vehicle fleet, type of paratransit service and workforce comparable in size to the RTC ACCESS Paratransit System. Provide contact information for each of the systems listed for the purpose of checking references.

### **3.4 FINANCIAL STATUS**

Proposers are advised that all proposals are public information and any proprietary information should be labeled as such.

Proposals must include the most recent two-year audited financial statements, income and balance sheets, including an independently audited statement of income and retained earnings, a statement of cash flow and any other documents that will attest to the financial stability of the firm.

Provide names, addresses, titles and telephone numbers of at least three (3) credit references including the Proposer's principal bank.

Proposals must include evidence of insurability including a copy of the current policy or letter of insurability from a broker attesting to the firm's insurability for the limits detailed in the Scope of Services. Include the amount of the firm's self insured retention or deductible, a five (5) year loss history for all the firm's paratransit properties. Provide sufficient detail to give an accurate picture of this facet of the firm(s)' safety history. Data should be presented by fiscal year, including the number of claims by type (auto liability, general liability, injury, non-injury), reserves and payments.

### **3.5 PROPOSED MANAGEMENT PERSONNEL**

Complete resumes of the proposed management team members, including education, qualifications, background and availability of the proposed candidates must be included. Candidates proposed for the General Manager position must be able to demonstrate at least three (3) years of responsible paratransit management experience as a General Manager, Assistant General Manager or in some other position of comparable responsibility. Candidates proposed for the other senior management positions must be able to demonstrate at least three (3) years of responsible paratransit management experience in positions of comparable responsibility.

RTC reserves the right to accept or reject individuals proposed in the management team.

The RTC Executive Director, or his designee, shall have the right of review in the selection or replacement of the resident senior management staff and will have the exclusive authority to accept or reject candidates for the General Manager position. Once accepted, a resident General Manager cannot be reassigned without written approval from the Executive Director or his designee.

The proposal shall include a description of the proposed organizational relationship of the resident management staff with the RTC.



### 3.6 ORGANIZATIONAL STRENGTHS AND ABILITIES

The proposal shall include the firm's experience in the following specific areas:

- (a) Labor Negotiations - The proposal should demonstrate that the firm and the proposed management staff have successfully negotiated reasonable, cost-effective public paratransit labor agreements. The proposal should include an historical summary of all collective bargaining agreements negotiated during the past five years summarizing briefly results achieved, such as wage adjustments, benefit changes, and working condition revisions. Indicate any work stoppages that resulted during negotiations. Provide a description of the firm's labor management philosophy.
- (b) Workforce Training, Recruitment and EEO Goals - The current economic conditions in the Reno-Sparks area have resulted in minimal workforce turnover. It is expected that the Contractor shall employ personnel who are qualified for their positions of responsibility. Proposers should describe their proposed employee screening process outlining the minimum qualifications for individual job classifications. The proposal should also include documentation to demonstrate the firm's experience and ability to develop and retain a competent work force and a specific plan for accomplishing this outcome at RTC ACCESS. Proposer shall describe its approach to meeting Equal Employment Opportunity and Affirmative Action Goals. Any descriptions of programs having excellent results that have been used by the firm in other paratransit or transit properties should be included.
- (c) Safety Record - The proposal should include information demonstrating the firm's operational safety record, accident statistics, safety awards, and any innovative programs implemented by your firm at other transit systems.

Proposers shall equip the RTC ACCESS fleet with Drive Cam or a similar safety system to improve driver training and safety. Proposers shall describe the system and indicate how they will monitor and use these systems to improve driver performance and safety.

- (d) Fleet Maintenance - The proposal must include evidence of Proposer's experience and capabilities in compressed natural gas (CNG) powered paratransit fleet maintenance. The firm should cite examples of vehicle maintenance programs and vehicle types used at other systems operated by the firm. Any maintenance awards that have been won should also be listed.
- (e) Sustainability – The proposal is to include a description of the initiatives the firm has implemented to stay sustainable. Describe initiatives at the corporate level, those applicable to the Reno-Sparks operation and any being planned.
- (f) ADA Implementation -The firm should demonstrate the extent to which the firm and proposed management staffs are experienced with implementing ADA regulations.

- (g) Management Plans - The firm should clearly communicate their Management approach through submittal of the following plans relative to the RTC/RTC ACCESS service.
- Staffing plan
  - Operations plan
  - Maintenance plan
  - Safety/Risk Management plan
  - Employee training plan for all job categories
  - Human Resources (EEOC) plan
  - Affirmative Action plan
  - Proposed Health Benefit package
  - Transition/implementation plan
- (h) Intelligent Transportation Systems - The firm should indicate any experience with ITS systems implementation, operations and maintenance, including operating a computer-assisted dispatching system and automatic vehicle location (AVL) system. Include the number of years of experience of each of the management staff and the name, type and location of each system operated by each management staff person.
- (i) Resumes - The proposed management team resumes should clearly indicate the education, certifications, experience working with organized labor, experience with operations and maintenance of fleets similar to RTC ACCESS, including location(s) of experience, number, make/model, year, and type of vehicles operated and maintained, and experience with vehicles using alternate fuels.
- (j) Risk Management – The proposal should clearly indicate the management team’s demonstrated ability to manage loss and risk as defined through safety/risk management programs and loss history. The following information must be submitted:
- Loss history of the firm(s) similar properties
  - Loss history of properties managed by proposed management staff
  - Proposed safety/risk management programs
  - Proposed safety incentives for employees
- (i) Value Added – What added value will your company bring to the RTC and the community? This response may include proposed safety programs shown to be successful elsewhere, community service and other innovative ideas.

### **3.7 REFERENCES**

The proposal must include a list of contact information for at least three (3) current references for the firm and three (3) separate references for each of the proposed management staff members. For each reference, size of the paratransit operation, contact person and telephone number should be provided. If there are restrictions concerning contact of references for the proposed staff, the proposal should indicate such constraints.

Additionally, provide for the last three (3) years:

- (a) Customer satisfaction reports (customer commendations and complaints) for the last three (3) years of for each of the properties where the proposed general manager and operations manager were employed.
- (b) A summary of the number of Workers Compensation Accidents per 100 employees where the proposed general manager was employed
- (c) Loss runs by year for the properties where the general manager was employed
- (d) The number of employee grievances, by year, for the properties where the general manager was employed and the number of grievances, which were resolved in the company's favor.

### **3.8 ADDITIONAL ON-SITE SUPPORT SERVICES**

Submittals shall include any proposed services that the proposed management staff may provide in addition to those required under the Scope of Services. An outline of such services that may be provided should be included on the Cost Proposal form (Exhibit F), as well as fees/costs (if any) for those services that are not included in the service provision cost.

### **3.9 OFF-SITE MANAGEMENT SUPPORT SERVICES**

Proposers shall include specific information about other support services and expertise they can provide, such as IT, procurement, legal, reviews, insurance services, etc. List all corporate services the RTC will receive at no charge. If the proposal contemplates utilization of home office staff, the capabilities and number of professionals that may be available to the RTC should be identified in the proposal. An outline of such services that may be provided should be included on the Cost Proposal form (Exhibit F), as well as fees/costs (if any) for those services that are not included in the management fee. Additional pages may be used, if necessary.

If the proposals include periodic visits by senior management representatives in the proposal, the frequency of such visits, expenses associated with the visits, etc., should be clearly identified.

### **3.10 PROPOSAL BOND**

Every proposal shall be accompanied by a surety Contractor proposal bond or by a deposit in the form of a certified or cashier's check made payable to the RTC in an amount not less than \$10,000. The withdrawal of any Proposer of its proposal before the date of the award of the contract or the failure to sign a contract by the Proposer to whom the award has been made within 10 business days after the date of the award may, at the option of RTC, be just cause of annulment of the award and just cause for the RTC to be given the proceeds of the bond or for the proceeds of the check to become the permanent property of the RTC. The bond or check proceeds shall be considered liquidated damages. The Proposer and the RTC agree that the actual damages the RTC may suffer as a result of the actions of the Proposer described in the preceding sentence may be impossible to determine but that amount of the bond or check is fair and reasonable compensation to the RTC for its damages.

### **3.11 PERFORMANCE BOND**

Proposer is required to provide a performance bond, certified check or cashier's check for two million dollars (\$2,000,000) within fifteen (15) calendar days after the contract effective date as assurance that the Proposer will perform and carry out the requirements of the contract. If the successful Proposer fails to post the performance bond within the time specified in this paragraph, the offer may be rejected for default. In such event the Proposer shall forfeit the proposal bond and the RTC may then award the contract to the next lowest and most responsible Proposer. The performance bond shall be returned to the successful Proposer upon completion of all services, and deliverables. All bonds must be issued and maintained by companies which have an A.M. Best Contractor financial rating of A- or better and a Financial Size Category IX or better.

### **3.12 TRANSITION TO A NEW PARATRANSIT CONTRACTOR**

If there should be a transition to a new Contractor, RTC's top priority is to have a smooth transition with minimal impact to RTC ACCESS customers. To minimize problems associated with the transition to a new Contractor, it is expected initially that the new service will closely resemble the current service as to service types, quality, ADA compliance, passenger assistance, etc. RTC must approve any departure from this in advance.

To ensure an orderly transition, the successful Proposer must demonstrate that it is willing and able to enter into a RTC ACCESS service agreement before May 7, 2010, and be able to begin RTC ACCESS service on July 1, 2010 as detailed in the Scope of Services. The RTC will provide any reasonable assistance to the contractor in achieving this goal.

**Deliverable:** Submit a detailed transition plan and schedule that will allow the RTC to effectively evaluate the procedures to be utilized in implementing the transition from the current contractor to a new contractor. Explain in detail how such a transition will be accomplished and the means that will be employed to assure that no disruption of service will be encountered.

The transition plan should address issues not only from an operations standpoint, but also must include how labor issues will be handled during the transition. Proposers should provide information about their philosophy on labor relations relative to RTC ACCESS operations and employees. Any new contractor will be required to comply with National Labor Relations Board guidelines regarding union representation.

RTC will entertain suggestions from Proposers regarding service improvements, changes in policies or procedures, etc. which will make RTC ACCESS service more efficient, cost effective and/or productive. RTC staff will be available to work closely with the successful Proposer to resolve any of these issues in a timely manner.

The successful Proposer must obtain any required licenses necessary to conduct business in the State of Nevada and the Reno/Sparks area in order to provide the services described in this RFP.

### **3.13 TRANSITION COSTS**

Any transition costs that will be incurred prior to July 1, 2010, must be included and itemized in the cost proposal. Include a statement of the firm's policy regarding moving expenses, travel allowances and expense accounts for the proposed management team members. RTC will

reimburse direct costs associated with insuring a smooth transition up to the maximum shown in the proposal and approved by RTC. Transition costs will be reimbursed in one payment.

### **3.14 SUBMITTAL STATEMENT**

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

### **3.15 MISCELLANEOUS INFORMATION**

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

### **3.16 COST PROPOSALS**

The cost proposal shall include a breakdown of costs for the provision of RTC ACCESS ADA paratransit service. Costs will be evaluated for all years. **Proposers must use the Cost Proposal Forms contained in Exhibit F for summarizing all expenses associated with this proposal. Additional pages may be used for the line item descriptions, benefit package and Staffing Plan.**

**Descriptions shall be provided of the items included in each line item in the cost proposal.** Descriptions shall be provided of the benefits package, including insurance coverage items and amounts, which persons are covered and the employee premium for both employees and dependents. Descriptions of Corporate Support and Corporate Overhead/Indirect Expenses are to include the respective items and the cost by fiscal year.

Submit the Staffing Plan with both the technical proposal and cost proposal. The Staffing Plan is to specify, by fiscal year, the number of full time and part time employees for all positions and their titles. First year wages or salaries are to be provided for all positions in the Staffing Plan submitted with the Cost Proposal only.

If start-up/transitional costs are involved, these expenses should be separated from the basic operating and maintenance costs. The costs for Year 1 through Year 7 must be included in all proposals.

### **3.17 INCENTIVE AND PENALTY SYSTEM**

Exhibit C - Performance Standards and Incentive Program contains a description of Performance Incentives proposed for this contract. The RTC is interested in exploring other bonus incentive and/or penalty systems for the resident managers, supervisors, rank and file employees, and the corporate office, that would be used to provide financial rewards and deterrents for specific performance outcomes or actions.

RTC expects that any bonuses earned under this Agreement will be shared with the employees who are instrumental in achieving service excellence.

**Deliverables:** Include a description of any incentive and/or penalty systems that you have experience with. Provide a description of how you will guarantee to share these incentives with your employees who are instrumental in achieving service excellence.

### 3.18 DELIVERABLES

The Scope of Services attached as Exhibit A details the start-up and ongoing tasks required of the RTC ACCESS Contractor. We have attempted to document all necessary tasks for implementation and ongoing tasks but are receptive to any changes that Proposers may suggest.

Deliverables: Proposers are to provide the following deliverables and describe their plan(s) to accomplish each task and responsibility. Include examples of procedures, policies, and the approach your firm uses in other similar operations.

- (1) For each of the following, describe how you will perform the activities and provide examples of the policies and procedures your firm has in place in other localities.
  - a. Establish and implement policies and procedures for all operations staff including drivers, dispatch staff, office staff, managers and mechanics.
  - b. Establish and implement drug and alcohol testing procedures for the RTC ACCESS program that are fully compatible with local, state, and federal requirements.
- (2) Submit with your proposals the following and demonstrate that they meet all applicable federal requirements:
  - a. Annual Human Resources (EEOC) Plan
  - b. Annual Affirmative Action Plan
  - c. Annual Training Plan for All Job Categories, described in detail
  - d. Proposed Health Benefit Package
  - e. Annual Vehicle Maintenance Plan
- (3) Submit a Staffing Plan with both the technical proposal and cost proposal. The Staffing Plan is to specify, by fiscal year, the number of full time and part time employees for all positions and their titles. First year wages or salaries are to be provided for all positions in the Cost Proposal only.

It is important that RTC ACCESS be adequately staffed to achieve cost effective service excellence. If increases or decreases in any staffing levels or positions are proposed from the current RTC ACCESS staffing, explain the number of staff proposed, the rationale for that number, how the change will benefit RTC ACCESS service quality, efficiency, cost-effectiveness, productivity and benefit RTC.

- (4) After careful consideration of the current operations structure and operating parameters, Proposers are encouraged to submit their ideas for providing more quality, cost-effective RTC ACCESS service to the community.

- (5) Describe how you will share with employees the bonuses and penalties described in Exhibit C – Performance Standards and Incentives.
- (6) Safety and risk management functions are vital to RTC ACCESS's success. Proposers are to demonstrate their firms' insurability to the levels listed below and maintained in force throughout the contract. Carriers must be A rated based on the Best Guide and are subject to approval by the RTC.

Workers' Compensation and employers' liability must be written in accordance with the laws of the State of Nevada. If self-insured, state the total cost of your Worker's Compensation program for RTC/RTC ACCESS. If fully insured, state your Worker's Compensation rate per \$100.00 of payroll by classification. Statutory limits plus \$1,000,000 in employer's liability limits must be maintained.

Vehicle property and liability insurance will be a fixed amount pass-through cost. The annual premium to the RTC will be the cost submitted with the proposal. RTC reserves the right to carry such coverage independently, depending on which is more appropriate. List this insurance separately for all years and do not include it in the per hour rate that is required as part of the cost proposal. All other insurance (except facility insurance) will be borne by the successful Proposer and should be included in the hourly rate.

Liability policies shall provide that RTC be named as additional insured for the full limits of coverage and added to the insurance policies. The successful Proposer must provide the RTC with copies of all insurance certificates and policy endorsements with RTC as additional insured prior to contract initiation.

RTC currently requires \$20,000,000 in first dollar liability coverage for operating RTC ACCESS. This amount may be subject to revision at some future time, but Proposers are to submit offers based upon \$20,000,000 in coverage.

Proposers are to state the actual deductible or self-insured retention (SIR) on their own policies since those are costs of doing business and will be the responsibility of the Proposer. State how you will cover reserves.

Comprehensive General Liability for Bodily Injury and Property Damage Liability Insurance. This insurance will be written on an "Occurrence" form and will include:

- Premises/operations liability
- Blanket contractual liability
- Personal injury/advertising liability
- Products/completed operations liability

With the following, minimum limits of liability:

- \$20,000,000 per occurrence for bodily injury
  - \$20,000,000 per occurrence for property damage
- or
- \$20,000,000 combined single limits

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

- \$20,000,000 per occurrence for bodily injury
  - \$20,000,000 per occurrence for property damage,
- or
- \$20,000,000 combined limits

The successful Proposer may carry comprehensive and collision or self insure but physical damage to all vehicles is the responsibility of the successful Proposer.

General liability and automobile liability must be extended to cover liability expenses for providing door-to-door transportation for people with disabilities.

Professional Liability Insurance for errors and omissions covering the successful Proposer, its agents, and employees, minimum limit of \$2,000,000, including employment practices.

Proposers are to describe their coverage for certified terrorism and domestic terrorism. RTC may require a minimum of \$5,000,000 of the successful Proposer.

If any of the above policies are written on a "Claims Made" form, the Proposer will carry the insurance or purchase "tail coverage" for three (3) years after cancellation.

- (7) Provide a detailed five (5)-year loss record to RTC for each of your firm(s)' paratransit contracts.
- (8) RTC ACCESS fares are paid with pre-purchased tickets. Describe how tickets will be collected, counts reconciled, and riders communicated with regarding tickets owing and paid, and payments credited to the appropriate riders.
- (9) Describe your corporate and the proposed management team's experience with, resources and recent successes with preparing specifications for and procuring paratransit revenue vehicles, preferably CNG powered.
- (10) Detail the complete proposed preventive maintenance schedule to be used for gasoline, diesel and CNG-powered vehicles.
  - a. Provide the vehicle maintenance shop policy and procedures to be used at this facility.
  - b. Provide other procedures and work rules, making sure to address safety and risk management issues.
- (11) The incumbent Contractor had 0.12 road calls per 10,000 miles in FY 2009. State how you propose to maintain or improve on this record. Also state the number of road calls per 10,000 miles in your most comparable paratransit service (CNG preferably) and the type and age of vehicles used.



- (12) Describe in detail the experience of your proposed management staff with operating Trapeze version 7.1. paratransit reservations, scheduling and dispatching software.
- (13) Describe in detail how you will staff to answer all reservations center phone calls in a timely manner, using enough personnel to ensure that the average initial hold time does not exceed 1.3 minutes and the longest hold time does not exceed 6 minutes. Describe how you will monitor and comply with these requirements.
- (14) Provide a detailed transition/implementation plan that will include all of the tasks necessary to successfully implement the project and a detailed time line of when critical details will be concluded. This plan should include each detailed step, when it will be implemented, and by whom. Particular detail should be given to hiring staff, setting up the reservation and scheduling system, and training staff.
- (15) Describe in detail your staffing plan during the transition and for the next 5 years. Include detail about the types and numbers of staff who will participate and when they will be phased into or out of the project. Supply organizational charts.

**If you propose to meet and exceed the requirements of this agreement with fewer employees, provide a detailed description of how that will be accomplished and how your staffing plan will benefit the RTC and the community.**

- (16) Provide resumes of and job descriptions for the general manager, operations manager, maintenance manager, and the person responsible for operating the information technology system. Provide assurance that the people proposed for this project are the people that actually intend to take the job. RTC will reserve the right to approve any changes to management staff prior to their being hired by the Contractor throughout the life of this contract.
- (17) Describe in detail your labor relations philosophy and how you will facilitate a smooth transition should a change to a new Contractor occur.
- (18) Referring to the following table, provide the requested data for the property where your proposed General Manager was employed in a management role. Provide the proposed General Manager's title for each of those years. These metrics will be included in the performance measures of Exhibit C – Performance Standards and Incentives.

Description	FY 2007 Performance	FY 2008 Performance	FY 2009 Performance	FY 2011 Goal
Missed trips as % of all Scheduled Trips				TBD
% of PMI Performed On Time				TBD
Operations unscheduled absenteeism as % of total scheduled hours				TBD
Maintenance unscheduled absenteeism as % of total scheduled hours				TBD
Driver Overtime as % of Total Paid Hours				TBD
Maintenance Overtime as % of Total Paid Hours				TBD
Number of Workers Compensation Accidents per 100 Employees per Month - Operations				TBD
Number of Workers Compensation Accidents per 100 Employees per Month - Maintenance				TBD
Proposed General Manager's Job Title for each period listed:				N/A

### 3.19 Implementation Plan

RTC places great priority on operating a stable, reliable RTC ACCESS service that is responsive to customer needs. It is imperative to have a smooth transition of service with minimal negative impact on RTC ACCESS passenger services. Experience around the country indicates that the possibility of transitional problems is very real. Without an effective, well-planned transition, the service could deteriorate prior to implementation and during the year following.

In the event that the current Contractor is displaced by a new Contractor, any staffing plan developed by the Contractor should encourage hiring people with paratransit experience and good work records. At the same time, care must be taken to insure that existing operations are not damaged by a new Contractor employing current operator staff before the present RTC ACCESS operating contract is terminated.

## SECTION 4.0 – PERFORMANCE AND INCENTIVES

### 4.1 PERFORMANCE STANDARDS AND INCENTIVES PROGRAM

The RTC considers this RFP an opportunity to take the safety, quality, efficiency and sustainability of RTC ACCESS service to the next level for the next 7 years. RTC ACCESS is known and

respected as a paratransit system that provides quality service.

The performance of the Contractor throughout the term of the contract will be evaluated using objectives based on the system's service standards. The results to be achieved are the cost effective and efficient management and operation of the RTC ACCESS paratransit service under RTC policies, with customer service excellence. Standards for service quality will be established by the RTC at its sole discretion. Determining actual performance will be done by monitoring RTC ACCESS performance by the Contractor and/or the RTC. The RTC may audit the accuracy of the information provided by routinely checking the source documentation used to develop the performance data. The numeric value of these objectives may be revised periodically by the RTC with input from the Contractor. Additional performance standards may also be evaluated throughout the life of this contract.

To encourage performance excellence an all aspects of RTC ACCESS service, a program of incentives and penalties has been developed based on system performance standards (Exhibit C – Performance Standards and Incentives.) Bonuses and penalties paid pursuant to the provisions of the Performance Incentive Program will be in addition to the regular compensation to the contractor. Penalties will be invoiced by the RTC to the Contractor.

The Contractor is strongly encouraged to distribute the bonuses among the RTC ACCESS employees and to establish a separate account to keep these funds from being co-mingled with the RTC's payment of the monthly invoices.

The current performance and FY 2010 goals are listed in Exhibit C-Performance Standards and Incentives. Proposers should be aware that the current performance indicators and service levels are for proposal purposes only. Performance standards and service levels are subject to change and may be modified by the RTC.

RTC may elect to lift the penalties during times of extreme weather conditions that may inhibit the ability to perform up to standard. Bonus amounts are in addition to the RTC monthly payment of Contractor's invoice for RTC ACCESS services; penalties are deducted from that payment.

# **EXHIBITS**

# **EXHIBIT A**

## **SCOPE OF SERVICES**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

“RTC ACCESS” and “ACCESS” are proprietary names of the Regional Transportation Commission and are used interchangeably at the RTC’s discretion.

RTC ACCESS provides pre-scheduled, door-to-door paratransit service for people of all ages with disabilities who meet the Americans with Disabilities Act (ADA) paratransit eligibility criteria. The RTC ACCESS Contractor is expected to provide administration, operations, and vehicle maintenance, every day of the year in accordance with RTC direction and applicable local, state, and federal regulations. The Contractor is expected to operate RTC ACCESS in an economical and efficient manner so that safe, quality, responsive public transportation is provided for people with disabilities commensurate with available funding and resources.

The RTC reserves the right, at its sole discretion, to modify RTC ACCESS fares, eligibility requirements and any service parameters as needed to meet service needs and requirements.

The Contractor will provide vehicles and drivers for purposes of cooperating with RTC in promotional activities and in the provision of passenger training to enable people with disabilities to use RTC transit buses. Contractor will also cooperate with the RTC in distributing RTC RIDE, RTC RAPID, RTC RAPID CONNECT, RTC Sierra Spirit, RTC INTERCITY and other transit route and schedule information and promotional materials to RTC ACCESS passengers. Contractor will invoice the RTC for these hours at the contracted rate, separating these hours from revenue vehicle hours.

The Contractor will comply with all RTC requirements regarding collecting and reporting of FTA National Transit Database information.

The Contractor will be responsible for the RTC ACCESS vehicle procurement process and for vehicle maintenance in accordance with standards established by RTC in the Agreement.

#### **1.0 RESPONSIBILITIES OF CONTRACTOR—ADMINISTRATION**

Contractor will have the duties and responsibilities specified below relative to the administration of RTC ACCESS services under this Agreement. All services rendered by Contractor under this Agreement will be as specified by the RTC. The Contractor will have overall responsibility for managing and operating the RTC ACCESS service for the RTC. Contractor will insure that RTC ACCESS service meets all local, state, and federal requirements, including the Americans with Disabilities Act (ADA) rules and regulations. Contractor will advise the RTC of matters of importance and make recommendations when appropriate; however, final authorization concerning service parameters will rest with RTC.

The Contractor will perform operations planning functions to ensure the most efficient and effective service possible. This includes the allocation of service hours, the identification of changes in travel patterns and appropriate changes in types or structure of service provision to accommodate those

changes, and other functions as needed. In addition, the Contractor will assist RTC in long-range planning efforts.

The Contractor will produce a full range of regular and ad hoc reports as required by RTC. The Contractor will use the computer system supplied by RTC to track data necessary for the reports.

The Contractor will meet with RTC staff to review service and coordinate activities as directed and attend RTC Board and other meetings.

## **2.0 RESPONSIBILITIES OF THE CONTRACTOR - OPERATIONS**

RTC ACCESS services will be provided within the service area shown in EXHIBIT B – RTC ACCESS SERVICE AREA AUGUST 2009. The current service area is 250 square miles, encompasses the RTC RIDE ADA service boundary and may be modified by RTC at its sole discretion. RTC will notify Contractor at least four weeks prior to any change to the service area.

Contractor will adequately staff for and provide quality RTC ACCESS service every day of the year throughout the service area, including weekends and all holidays.

Contractor will perform and document all call-taking, driver and vehicle scheduling, and dispatching functions necessary for the provision of RTC ACCESS services as described herein. Contractor will utilize all paratransit aspects of the RTC Intelligent Transportation System (ITS) program at the appropriate time(s), including providing a coordinated reservations/ scheduling system that includes RTC transit information and referrals to RTC transit for some trips that can be taken by bus. Contractor will adhere to all ADA service criteria and RTC service parameters.

### **2.1 Reservations, Scheduling and, Dispatching**

#### **(1) Call Center**

All RTC ACCESS rides are reserved by phone. Reservations and dispatch are located in separate rooms across a hallway in the reservations/dispatch center.

Staffing levels shall be adequate for call levels throughout the contract. In FY 2011 Contractor is to staff to handle at least 340 incoming calls per weekday, with additional calls on the cancellation line; weekend staffing should accommodate an average of 190 calls per day, including cancels and Nevada Relay calls. Reservations staff will handle calls for trip reservations, inquiries, cancellations, subscription requests, special service requests, and calls to customers when RTC ACCESS will be late or is unable to locate the rider.

Phone reservation hours are 6:00 am to 6:00 pm on weekdays and 9:00 am to 6:00 pm on weekends and holidays. Trip reservations and cancellations are recorded both manually and computerized for documentation and monitoring purposes.

RTC ACCESS utilizes an Interactive Voice Response ("IVR") system to make "Day Before Trip Reminder" calls. Non-subscription customers are presented with a list of their scheduled rides and prompted to confirm their schedule or transfer to a reservation agent for changes.

Reservations, trip scheduling, and cancellations for all RTC ACCESS contractors are to be taken by this Contractor's reservation center personnel and conveyed to the other Contractor(s) in a timely manner. All reservations center, customer service and radio calls are recorded for quality assurance and training purposes.

Contractor will have a person available to answer the telephone and staff the radio to relay information to the driver during all hours when an RTC ACCESS vehicle is on the road, with no exceptions. The same person may answer phones and staff the radio during those times when phone traffic is slow.

(2) Reservations and Scheduling

Rides will be scheduled on an advance reservation basis, unless otherwise specified by RTC. Reservations will be accepted 365 days a year, from 1 to 3 days ahead of the desired day of travel. Same-day trip requests will be accommodated as time, capacity and planning permit, including those for shopper routes.

Contractor will maintain an average phone call wait of less than 1.3 minutes before speaking to a reservationist and an average transaction time per trip request of less than 3 minutes. Contractor will schedule demand-response trip requests while the customer is on the phone to eliminate the necessity of calling passengers back to confirm trip times. Contractor will inform customers on every call that they may be picked up by a van or a taxi.

Contractor will schedule all RTC ACCESS trip reservations through the RTC ACCESS reservations/dispatch center, including those for which transport is provided by another company. The RTC currently contracts the transportation of RTC ACCESS night rides to a local taxi company as well as selected daytime trips. Contractor will transmit manifests to the taxi contractor and/or other RTC ACCESS Contractors daily.

On a daily basis, Contractor will give to the night taxi service provider the trip information of any passengers who have been a "no-show" between the hours of 6:00 and 8:00 pm. Those individuals may call the night taxi provider to complete their no-show trips after 8:00 pm in order to not leave them without transportation.

It should be noted that during the course of this agreement, RTC may elect to expand the taxi transportation component by separately contracting out long distance trips, return trips, will-call rides and/or other selected portions of the service to increase efficiency and improve productivity. Contractor will cooperate with the RTC and other contractors to insure service excellence.

(a) Scheduling Rides

Upon accommodating a request for service, the scheduled pickup time will be stated to the customer as a 30-minute span of time including day and date, e.g., "The driver will pick you up between 8:45 and 9:15 am on Thursday, November 6. Please be ready." Contractor will inform customers on every call that they may be picked up by a van or a taxi.



Contractor will suggest alternative pickup times at least within a window of 60 minutes before to 60 minutes after the requested pickup time (per ADA paratransit regulations) if no vehicle will be available at the requested time, providing that the passenger is not late for or required to leave early from work, medical, or other critical trips. If no alternative pickup time can be agreed upon, Contractor may deny service for that trip and record that transaction as a refusal. If no rides are available within the 60-60 minute window the trip is to be recorded as a 'capacity' trip denial. Contractor will report to the RTC on a weekly basis all trip requests that cannot be fulfilled within the above parameters. Contractor is to make every reasonable effort to accommodate all trip requests, within budget. The goal is to maintain zero next day ADA capacity trip denials.

(b) Subscription Trips

In compliance with ADA requirements, subscription trips will comprise no more than 50 percent of the total available service at any given time of day, unless there is unused demand-response capacity. Contractor will make every effort to accommodate subscription ride requests at those times of day when there is available subscription capacity. Contractor will inform subscription riders that they may be picked up by a van or a taxi. Contractor will frequently review and update subscription schedules, due to constantly changing requests. The RTC will determine subscription levels in accordance with ADA requirements.

Contractor will call customers back within 5 working days of receiving a subscription request to inform the customers whether it was possible to schedule their standing rides.

2.2 Passenger Transport RTC ACCESS van trips will be provided every day of the year with scheduled pickup times between 6:00 am and 7:59 pm. RTC ACCESS transportation will be provided for all trip purposes. Rides may be provided on a demand-response basis for occasional trips, same-day basis for shopper route trips or a subscription basis for repeated trips to/from the same locations at the same times of day. Contractor will not prioritize trip purposes for demand-response or shopper trips. Upon authorization from the RTC, Contractor may prioritize subscription trips by purpose.

Contractor will provide same-day rides on several 'shopper' routes that operate as circulators in areas of high concentrations of riders. Shopper, subscription, CitiCare-funded trips and those which begin and/or end outside the ADA area are non-ADA transportation.

Transportation is to be provided to passengers within two on-time pickup windows:

- (1) **For pre-scheduled trips**, the on-time pickup window is 30 minutes (15 minutes before to 15 minutes after the stated pickup time). Drivers will wait 5 minutes after announcing their arrival at the outside door or lobby of the pickup location, provided they arrive within the pickup window. If drivers are early, they must wait until 5 minutes within the pickup window before requesting permission from dispatch to

mark the person a no show. Drivers must receive permission from the dispatcher prior to leaving that pickup location without their scheduled passenger(s).

- (2) **For pre-scheduled Will-Call trips**, the on-time pickup window is 60 minutes from the time RTC ACCESS is notified that the passenger is ready. "Will call" trips are those pre-reserved with open return times.

Drivers will assist customers between buildings and RTC ACCESS vehicles, including carrying packages. Drivers will carry as many packages as they can while assisting passengers.

Passengers will be delivered to their trip destinations no more than 15 minutes prior to or 15 minutes later than the agreed upon arrival time.

If Contractor will be late in picking up a passenger, Contractor will make every reasonable effort to notify that passenger of the expected arrival time of their RTC ACCESS driver.

If Contractor must change a pickup time, Contractor must obtain the customer's approval before implementing the time change.

If Contractor is unable to transport a passenger and must cancel the trip, Contractor will make every effort to notify that passenger of their trip cancellation in advance.

Contractor will be in mobile data terminal (MDT) and radio contact with RTC ACCESS revenue vehicles and will manage each day's rides by verifying throughout the day whether the vehicles are able to maintain their daily manifests. Contractor will use the Trapeze computerized scheduling, dispatching, and management system to determine the most advantageous trip times, routing, and vehicle assignments for both the customer and RTC ACCESS.

Only people scheduled for service through RTC ACCESS dispatch, their attendants, and companions will be eligible to ride. Attendants for RTC ACCESS riders authorized to have attendants ride free. Children under the age of 6 years also ride free; all other passengers must submit the appropriate number of tickets for each trip. Trips beginning and ending within the Sierra Spirit free fare zone in downtown Reno are also provided free of charge to the customer.

Contractor will comply with all applicable Americans with Disabilities Act (ADA) provisions and direction from the RTC. Contractor's staff must have full and complete knowledge of all ADA rules and procedures. There will be no pattern or practice of trip denials. However, service may be suspended to customers who have excessive no-shows. The Contractor is responsible for reducing the number of no-shows to a minimum level and managing the no-show reduction reward/suspension program.

### 2.3 Level of Service

RTC ACCESS service levels in this document are current actuals and estimated projections of future service. These include totals for eligible clients, attendants, companions and visitors. Actual service levels during the course of this Agreement will depend upon the

demand for service, available funding, the cost of providing service and the RTC allocation of service among contractors. The estimated FY 2011 level of service is 77,000 revenue vehicle hours (RVH) including sales-tax funded trips and those funded by the CitiCare non-profit organization. The number of CitiCare trips will fluctuate with its success in obtaining funding. Future years estimated service levels are located in Exhibit F - Cost Proposal.

If modifications result in more than a 10 percent change in annual revenue vehicle hours, either the RTC or the Contractor may request a renegotiation of the per-hour rate of compensation. Any deviation in excess of the above annual revenue vehicle hours must be pre-approved in writing by RTC staff. Additional RVH may be authorized if funding becomes available through the CitiCare Foundation or other means. CitiCare is a 501(c)(3) nonprofit foundation formed to raise funds to improve transportation for senior citizens and people with disabilities.

Contractor will maintain a weekday productivity of at least 2.70 passengers per RVH and a weekend/holiday productivity of at least 2.10 passengers per RVH during FY 2011 without compromising service safety, punctuality or quality. For purposes of defining RVH, deadhead between the RTC ACCESS Facility and first pickup or last drop off is calculated at 10 percent. Productivity goals will be reviewed and adjusted as necessary on an annual basis. The RTC will assess either bonuses or penalties regarding productivity and punctuality, as described in EXHIBIT C – PERFORMANCE STANDARDS AND INCENTIVES.

Contractor is expected to pass through all bonuses to employees.

The Contractor will plan driver and vehicle schedules to maximize performance and productivity. Customer service excellence is expected at all times.

#### 2.4 Vehicles

Contractor will operate and maintain RTC ACCESS vehicles to the highest standards of safety, performance and cleanliness.

Upon termination of this Agreement, Contractor will be responsible for returning RTC ACCESS vehicles and equipment to the RTC in the same condition as when they were accepted, less normal wear and tear.

Contractor will fuel vehicles at the on-site CNG fueling station and off-site as necessary. Contractor will maintain the security of fueling cards and be responsible for any loss or damages resulting from a security problem.

#### 2.5 Personnel

**Contractor will provide sufficient, qualified operations, maintenance, and administrative personnel as necessary to perform its duties and obligations with excellence under the terms of this Agreement.** Included will be daily road supervision of drivers, dispatch, and maintenance personnel; management, programming, and daily operations of the RTC ACCESS computer system. All personnel will present a courteous and professional manner in all dealings with the public. Customer service excellence is a

priority. All personnel will be neatly and professionally attired, as appropriate for their duties.

Contractor will be responsible for the employment and supervision of all employees needed to perform the services provided for herein. Such responsibilities will include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining, and termination. The RTC will not interfere with the management of Contractor's normal internal business affairs and will not attempt to directly discipline or terminate Contractor's employees. The RTC may advise Contractor of any employee's inadequate performance that has a negative effect on the service being provided. Nothing in this section will be construed by either Contractor or the RTC to be in conflict with the language and intent of SECTION 4 – INDEPENDENT CONTRACTOR of this Agreement.

The Contractor is required to be in compliance with National Labor Relations Board (NLRB) guidelines regarding recognition of the International Brotherhood of Teamsters Local 533 and the Operating Engineers Local 3, which currently represent the RTC ACCESS workforce.

Contractor will use appropriate employee screening and selection criteria including pre-employment drug testing. These criteria will include Department of Motor Vehicles License checks and physical examinations. Contractor will comply with the Federal Transit Administration (FTA) Drug Free Workplace and Drug and Alcohol Program requirements.

The Contractor will provide for the continuation of service in the event of a labor disruption. The Contractor will ensure that dialysis and other essential transportation levels are provided within forty-eight (48) hours of a labor disruption.

(1) Management Staff

Contractor is required to provide a General Manager, Maintenance Manager, and Operations Manager. Contractor is also required to provide an IT Manager and Safety/Training Manager. These management functions are critical to the success of the Contractor. These positions should be filled by highly qualified and competent staff with appropriate incentives to commit long-term to this contract and produce outstanding service. The RTC will review and approve the qualifications of these individuals for their appropriateness to the position and required duties.

The RTC and RTC ACCESS are operating in difficult and uncertain economic times. It is understood that, as the level of RTC ACCESS service declines, it may be necessary to combine some functions of the above positions and combine one or more of the positions. The General Manager and RTC Paratransit Administrator will meet as needed to discuss appropriate staffing levels.

- (a) General Manager -- Contractor will provide the services of a full-time General Manager. The General Manager must have at least three (3) years of experience in managing paratransit systems similar to RTC ACCESS service. The General Manager is required to dedicate 100 percent of his/her time to RTC ACCESS service. The General Manager will reside in the Reno-Sparks area and serve in that capacity at the pleasure of the RTC. If, at any time

during the term of this Agreement, the RTC requests that the Contractor replace the General Manager for any reason, the Contractor will do so within 60 days of written notice from the RTC. The RTC Executive Director will have the right of review in the selection or replacement of the General Manager and will have the exclusive authority to accept or reject candidates for that position. **Any transfer or replacement of the General Manager by the Contractor must have prior written permission of the RTC.**

Contractor will insure that either the General Manager or Operations Manager be available locally at all times.

RTC staff will establish annual performance goals and objectives with the General Manager and Regional Vice-President. There will be an annual performance review of the General Manager by the RTC Paratransit Administrator.

- (b) Maintenance Manager -- Contractor will provide the services of a full-time Maintenance Manager. The Maintenance Manager must have at least three (3) years of relevant experience in a similar capacity with similar vehicles and three years of supervisory experience. The Maintenance Manager is required to also perform vehicle maintenance work and to dedicate 100 percent of his/her time to RTC ACCESS service.
- (c) Operations Manager -- Contractor will provide the services of an Operations Manager with at least three (3) years of relevant experience in similar paratransit operations, three years of which were supervisory experience. The Operations Manager is required to dedicate 100 percent of his/her time to RTC ACCESS service. In the absence of the General Manager, this individual will be fully responsible for the performance of Contractor duties under the Agreement, and will be authorized to take all necessary actions on behalf of Contractor regarding management of RTC ACCESS services.
- (d) Information Technology Manager -- Contractor will also provide the services of a Information Technology (IT) Manager with at least three (3) years of significant experience in paratransit computer operations and experience implementing ITS technology. This individual will have the responsibility of managing and operating the RTC ACCESS computer system and generating statistical reports. This individual will have at least two years supervisory experience, extensive working knowledge of Microsoft systems, and experience with using the Trapeze PASS system. The IT Supervisor is required to dedicate 100 percent of his/her time to RTC ACCESS service.

In the event that the General Manager, Maintenance Manager, Operations Manager or IT Manager is relocated, terminates employment, or otherwise becomes unavailable to Contractor, Contractor will notify the RTC of that occurrence on the same working day that Contractor becomes aware of it. Contractor will submit the resume of a replacement candidate to the RTC within 14 calendar days of Contractor being notified of such relocation or

termination. If the candidate is unacceptable to the RTC, Contractor will seek another candidate for the position, again subject to approval by the RTC.

(2) Non-Management Personnel

(a) Drivers

Contractor will employ drivers who excel in safety, timely service, passenger relations and customer service. Contractor will make these a priority in the hiring process.

(b) Reservationists, Schedulers and Dispatchers

Contractor will provide reservations/scheduling and dispatching personnel who excel in customer service and are knowledgeable in all aspects of RTC ACCESS service operations, including Trapeze scheduling/ dispatching procedures. They must accurately enter rider trip information, efficiently schedule trips, and dispatch vehicles. Experience with windows-based programs is a plus.

(c) Mechanics

Contractor will provide vehicle maintenance personnel who are experienced with all aspects of vehicle maintenance including radios and ITS equipment. This includes maintaining paratransit and utility vehicles powered by gasoline, diesel or compressed natural gas (CNG.)

(3) Employee Training

Staff development is a priority and costs are to be included in Cost Proposal.

Contractor will provide ongoing ADA sensitivity or empathy training to all employees, focusing on the special needs of people of all ages with disabilities.

Refresher safety, defensive driving, passenger assistance and ADA sensitivity training will be provided on a biannual basis or more frequently as needed.

Monthly safety meetings will be held and include training.

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

(a) Driver training

Contractor will develop, implement, and maintain a formal driver training and retraining program for all drivers, subject to approval by the RTC. The program must provide classroom instruction covering defensive driving,

vehicle code, vehicle components, first aid, CPR, state laws and regulations, accident/incident procedures, passenger relations, passenger assistance techniques, employee work rules, RTC operating policies, and behind-the-wheel training under supervision. Drivers will be trained to operate all types of RTC-provided RTC ACCESS vehicles. At a minimum, all drivers will be required to go through at least eighty (80) hours of classroom training and forty (40) hours of behind the wheel training. Prior to going into revenue service, all drivers will be evaluated by the trainer or supervisor on an individual basis to determine their competence for this position. Drivers will be certified as having completed this training program before operating any RTC-provided vehicle in unsupervised regular service.

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

(b) Reservationist, scheduler, and dispatcher training

Reservationists, schedulers, and dispatchers must be trained to proficiency in customer service, with the RTC ACCESS computers, ITS and phone systems, and with use of the Nevada Relay service. Contractor will provide a level of staffing and proficiency to handle in a timely manner a minimum of approximately 340 incoming trip reservation calls per weekday, 190 incoming calls on weekends and holidays. All personnel must maintain a courteous and professional manner in all dealings with the public and other employees. Customer service excellence is a priority. The average reservation call to schedule one trip should be completed in less than three (3) minutes, including the time for the scheduler to repeat the confirmation information and number to the caller.

Dispatchers and any other personnel who may, from time to time, be assigned to telephone information lines will receive sensitivity training, be trained in public relations skills, proper telephone skills, accident and incident procedures, radio procedures, and will have a detailed knowledge of operating policies. Dispatchers will receive at least forty (40) hours of primary training.

(c) Maintenance personnel training

Mechanics and other maintenance personnel will receive training appropriate to their positions and opportunities for advancement. Mechanics shall receive training to excel in the maintenance of paratransit and/or utility vehicles powered by gasoline, diesel or CNG. Mechanics shall also become proficient in the maintenance of communications and other ITS equipment. ASE training and certification is encouraged.

## 2.6 Dispatching

Contractor will be required to operate the Trapeze computerized dispatching system developed by Trapeze Software, Inc. and provided by the RTC. Contractor's personnel will at all times be fully conversant with operating Trapeze and the Transit Master ITS system.

The RTC will provide all pertinent hardware and software for the RTC ACCESS programs and arrange for technical assistance as necessary.

## 2.7 Passenger eligibility

Contractor will provide transportation services to persons who meet the following criteria:

- (1) Any individual who has been certified as eligible by virtue of possessing an RTC ACCESS ADA Paratransit Eligible identification card.
  - (a) One attendant who is required by a rider eligible under Criteria 1 above to assist him/her while traveling via RTC ACCESS. The eligible individual must have an RTC ACCESS ADA Paratransit Eligible card bearing the designation "Attendant Authorized."
  - (b) One companion accompanying the eligible individual; other companions on a space available basis.
  - (c) Any individual who has been certified as ADA paratransit eligible elsewhere and whose eligibility has been verified by the RTC. This "ADA Visitor" is eligible for 21 days of riding RTC ACCESS as an ADA Visitor.

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

## 2.8 Attendants

Contractor will not supply attendants for passengers. Passengers who require an attendant will arrange for one at their own expense. The eligible individual requiring an attendant must have an RTC ACCESS ADA Paratransit Eligible card bearing the designation "Attendant Authorized" in order for that attendant to accompany the passenger at no charge.

## 2.9 Fare/Donations

RTC ACCESS fares are paid with pre-purchased tickets and fare collection is the Contractor's responsibility. All passengers except attendants are required to pay fares for each trip. A fare of one (1) RTC ACCESS ticket per passenger is charged for trips beginning and ending inside the ADA zone and two (2) RTC ACCESS tickets per passenger for trips beginning and/or ending outside the ADA zone. Will-call rides require double fares.



Tickets will be collected when riders board the vehicles for all passengers, except those serving as attendants to RTC ACCESS customers authorized to have an attendant. Companions pay the same fare as eligible RTC ACCESS riders. **Drivers may not accept cash nor sell tickets.**

RTC ACCESS tickets are to be counted by the Contractor and will be audited periodically by the RTC to verify fare-paying ridership. No-ticket forms are to be reported to the RTC on a monthly basis. Contractor is required to insure that fares are paid, monitor tickets owing, notify riders in writing of tickets owing, credit tickets paid, and restrict rides until ticket balances are current if so directed by the RTC. Should the RTC introduce cash fares, the RTC will provide fareboxes. If cash or other fare payment methods are implemented, Contractor's obligation to collect and process fares remains in effect.

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

Individuals wishing to make a donation are to be referred to the RTC, or to the CitiCare Foundation, the fundraising nonprofit agency for senior/disabled transportation. CitiCare contact information is available through the RTC.

#### 2.10 Attire

Contractor will ensure that drivers will be in uniform and wear legible name tags at all times while in service or otherwise on duty. Driver uniforms will be provided by Contractor to their employees. The design, type, and logo of the uniforms will be subject to RTC approval prior to implementation. Drivers are required to wear name tags and maintain a neat, clean and professional appearance at all times while on duty. Blue jeans are not permitted.

All other personnel are to dress to maintain a neat, clean and professional appearance.

#### 2.11 Mobility Training

Contractor will provide vehicles and operators for purposes of cooperating with the RTC in promotional activities and in the provision of mobility training to enable people with disabilities, senior citizens and others to use RTC transit services. Contractor will also cooperate with the RTC in distributing RTC RIDE route and schedule information and promotional materials to RTC ACCESS passengers.

#### 2.12 Safety/Risk Management

The RTC considers safety and risk management functions to be vital to RTC ACCESS's success. Contractor will be responsible for obtaining vehicle insurance; the RTC will be responsible for payment of the cost of insuring vehicles. Contractor will be responsible for paying all increases in vehicle insurance premiums due to a poor loss record during the life of this Agreement.

Contractor is to provide the RTC with first dollar coverage. Contractor is to maintain their firms' insurability to the levels listed below throughout the contract. Carriers must be A-rated based on Best Guide and are subject to approval by the RTC.

Workers' Compensation and employers' liability in accordance with the laws of the State of Nevada. Statutory limits plus \$1,000,000 in employer's liability limits must be maintained.

Vehicle property and liability insurance will be a fixed amount pass-through cost. The annual premium to the RTC will be the cost submitted with the proposal. The RTC reserves the right to carry any coverage independently, depending on which is more appropriate.

Liability policies will provide that the RTC be named as additional insured for the full limits of coverage and added to the insurance policies. The RTC will be provided with copies of all insurance certificates and policy endorsements with the RTC as additional insured prior to contract initiation and updated annually or as appropriate.

The RTC currently requires \$20,000,000 in first dollar liability coverage for operating RTC ACCESS. This amount may be subject to revision at some future time.

Deductibles or self-insured retentions (SIR) on their own policies since those are costs of doing business and are the responsibility of the Contractor.

Comprehensive General Liability for Bodily Injury and Property Damage Liability Insurance. This insurance will include:

- Premises/operations liability
- Blanket contractual liability
- Personal injury/advertising liability
- Products/completed operations liability

With the following, minimum limits of liability:

- \$20,000,000 per occurrence for bodily injury
- \$20,000,000 per occurrence for property damage,
- or
- \$20,000,000 combined single limits

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

- \$20,000,000 per occurrence for bodily injury
- \$20,000,000 per occurrence for property damage,
- or
- \$20,000,000 combined limits

The Contractor may carry comprehensive and collision or self insure but physical damage to all vehicles is the responsibility of the Contractor.

General liability and automobile liability must cover liability expenses for providing door-to-door transportation for people with disabilities.

The Contractor will provide professional liability Insurance for errors and omissions covering the successful Proposer, its agents, and employees, minimum limit of \$2,000,000, including employment practices.

The RTC may require the Contractor to provide a minimum of \$5,000,000 coverage for certified terrorism and domestic terrorism.

Accident and incident prevention and investigation are a critical component of successful risk management. The Contractor will provide procedures to follow in the event of passenger injury, vehicle accident or other mishap. The Contractor shall ensure that all appropriate employees are aware of the procedures and provide regular training to keep employees informed. The contractor shall ensure employees are properly trained in the procedures and processes and know how to adequately protect the RTC from excessive claims.

The Contractor will verbally report all incidents and vehicle accidents to the RTC within two (2) hours of the occurrence. In the event of an accident involving passenger or driver injuries or extensive property damage greater than \$5,000, the RTC Paratransit Administrator, Public Transportation Director and RTC Marketing and Communications Director, or their designee, shall be notified immediately, regardless of the time of day.

Accident reports will be submitted to the RTC Paratransit Administrator within 48 hours of the accident with the preliminary results of the follow up investigation. Minor incidents and damage may be reported on a monthly basis.

### 2.13 Operating Records

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

- (1) Telephone/dispatch records showing the time reservation or cancellation calls were received, the name and address of the passenger, and the promised and actual pickup times.
- (2) Records showing vehicle pull-out and pull-in times, driver breaks, and total vehicle service hours for each vehicle.
- (3) Daily computerized trip manifests for each driver and/or route.
- (4) Complete records of passengers transported and fares collected, including accurate counts of cancellations and no-shows
- (5) Complete records of passenger trip denials showing date and time the reservation request was made, date and time of the requested trip, trip origin and destination, type of denial, reason for the trip denial, and the operator taking that trip reservation request.

- (6) Complete records of customer comments received, including complaints and commendations, the resolution of complaints, and communication back to the customer.

All records will be available for inspection upon request. Records may be electronic.

#### 2.14 Required Reports

- (1) Submitted within 24 hours of occurrence:
  - (a) Copies of driver reports of accidents and/or incidents.
- (2) Submitted weekly:
  - (a) RTC ACCESS performance data for management team review.
- (3) Submitted monthly by the 5th business day of the month:
  - (a) A monthly operating report for the previous month including monthly performance statistics. The monthly report will contain the number of revenue vehicle hours, revenue vehicle miles, on-time performance, passenger trips, wheelchair trips, no-shows, cancellations, trip denials, road calls, accidents, telephone data, and such other data as the RTC may require for the previous month. "No-shows" will not be counted in total passenger trips but must be reported
  - (b) Vehicle maintenance data including road calls
  - (c) Any customer comments received during the previous month that had not been brought to the RTC's immediate attention. Contractor will be the most appropriate entity to promptly respond to and resolve most customer concerns. Contractor will respond to and resolve these matters and provide documentation of responses to the RTC.
  - (d) Accident reports not otherwise submitted during the month.
- (4) Submitted quarterly:
  - (a) Loss runs
  - (b) EEO 1 report

#### 2.15 Complaint/Commendation Procedures

Contractor will comply with RTC procedures for responding to all passenger complaints and commendations. All complaints will be investigated (and where possible resolved) within six (6) working days and written responses made to the RTC and to the person initiating the complaint, unless that person declines a written response or cannot be contacted.

Telephone responses are acceptable where immediate action is needed, but documentation of the contact and remedy will be provided to the RTC. Copies of all complaints and the Contractor response will be forwarded to the RTC monthly, or immediately if the complaints are urgent.

### **3.0 RESPONSIBILITIES OF CONTRACTOR—MAINTENANCE**

The RTC owns and will supply all fleet revenue and support vehicles, ITS, radio system, and all onboard radios for use in RTC ACCESS service. Contractor will be required to protect RTC's investment by providing a high quality maintenance program.

The RTC reserves the right to vary the type and number of fleet vehicles. This section may include sedan as well as van service and maintenance during the course of this Agreement.

All maintenance must be performed in accordance with industry accepted procedures. A specific emphasis on safety is required. Maintenance will be performed by mechanics licensed under all applicable state and local standards. Contractor will ensure that all vehicles conform to applicable safety standards as established by the U S Department of Transportation, Nevada statutes and local municipal codes. The RTC will audit annually and periodically from visual inspection, maintenance and operations records.

#### **3.1 Vehicle Procurement**

The Contractor will be responsible for the RTC ACCESS vehicle procurement process and for vehicle maintenance in accordance with policies, standards and procedures established by the RTC. Contractor will prepare technical specifications for and procure all RTC ACCESS vehicles, parts and supplies, as directed by the RTC. The RTC will issue the solicitation, purchase and own the vehicles.

#### **3.2 Vehicle Maintenance**

Contractor will be responsible for properly maintaining all RTC ACCESS vehicles, ITS equipment and radios, thereby protecting RTC's capital equipment from inadequate maintenance, neglect, and road failures. This includes all repairs- major and minor. **Contractor will never miss a vehicle revenue tour due to a maintenance problem.** Contractor will be responsible for all repairs and all maintenance costs. Contractor will maintain all vehicles in safe operating condition, make all repairs in a timely manner, including repair of interior materials, dents, scratches, vinyl and paint. All maintenance will be performed in accordance with industry accepted procedures. Contractor will place a specific emphasis on safety. All maintenance work will be fully documented by work orders and computer records. All maintenance costs will be borne by the Contractor.

#### **3.3 Preventative Maintenance**

Contractor will have in place during the duration of this Agreement a preventive maintenance program approved by the RTC that complies with the standards established by the vehicle and equipment manufacturers. All preventive maintenance schedules and inspections will be documented on forms developed for this purpose and tracked via computer. All preventive maintenance will be performed on schedule.

### 3.4 Maintenance Records

Contractor will maintain complete maintenance records for each vehicle, including preventive maintenance schedules, inspection forms, and work orders. Such records will be available to the RTC for inspection. Contractor will use their computerized fleet maintenance system to track maintenance requirements and procedures to insure that RTC ACCESS service is provided as scheduled.

At a minimum the file for each vehicle will include:

- (1) Vehicle identification and license numbers.
- (2) Vehicle maintenance and repair history, including descriptions of maintenance and repairs conducted, vendor or facility performing the work, cost, date and vehicle mileage.
- (3) Vehicle equipment check log verifying that special equipment has been checked according to manufacturer's suggested schedule or quarterly, whichever comes first.
- (4) Documentation that preventative maintenance was performed according to the schedule established by the Contractor and approved by the RTC.
- (5) Vehicle maintenance requests submitted by drivers, including the problem, the curative action taken, and when the repair was performed.
- (6) Vehicle pre-trip inspection logs, signed by the drivers.

### 3.5 Parts Inventory

Contractor will provide and maintain a parts inventory for all vehicles adequate to prevent excessive down-time and disruption of regular service. Upon termination of the Agreement, the Contractor will insure that a reasonable inventory of currently needed parts remains. The RTC has the right to perform an inventory inspection at any time.

### 3.6 Vehicle Cleaning

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

## **4.0 FACILITY**

The Contractor will utilize the RTC ACCESS facility, which was completed in 1993. All costs associated with security, facility insurance, janitorial services, on-going maintenance, and utilities will be paid for by the RTC. The Contractor should only budget for phone costs associated with providing RTC ACCESS service and expenses associated with their company's business. The Contractor will be responsible for keeping their areas of the facility in a neat and professional condition and promptly notifying the RTC of needed repairs or safety issues. Junk or equipment

past its service life will not be stored on site. Any maintenance resulting from Contractor negligence will be the responsibility of the Contractor.

The Contractor will be responsible for assisting the RTC in protecting the RTC ACCESS facility, including reporting unusual incidents and cooperating fully with law enforcement and RTC safety and security staff. All RTC buildings are protected by electronic alarm systems. The RTC is charged a fee by local law enforcement for each false alarm and will pass the cost for false alarm responses along to the Contractor. False alarms due to system malfunctions or other circumstances beyond the Contractor's control will not be charged.

## **5.0 RESPONSIBILITIES OF THE RTC**

The RTC, which owns the RTC ACCESS system, has the final control and authority, through its duly elected Chairperson and Commission and authorized staff, to determine policy including funding levels, fare structure, the scope of services provided, planning requirements, and all capital purchases. The responsibilities of the RTC under this Agreement include, but are not limited to, the following.

### **5.1 System Planning**

The RTC will set goals and objectives, operating standards, and determine all major service changes and monitor all results.

The RTC will be responsible for system planning relating to hours and days of operation, level of service, eligibility, service area, ADA compliance, and other quality and quantity matters. However, Contractor is encouraged to bring forth ideas to improve the quality, quantity and cost effectiveness of RTC ACCESS service, operations and maintenance. RTC will coordinate with and seek input from Contractor prior to modifying RTC ACCESS service, and will provide advance notice to both the Contractor(s) and to the public.

### **5.2 Vehicles**

The RTC will provide, at no cost to Contractor, the vehicles listed in EXHIBIT G – RTC ACCESS VEHICLE INVENTORY. RTC is responsible for all license and registration fees for the vehicles; the Contractor is responsible for all maintenance. All such equipment will be replaced by the RTC on a life-cycle basis. The life-cycle for current revenue vehicles is 7 years/200,000 miles. RTC has the right to perform an inventory inspection at any time.

RTC ACCESS vehicles may only be used for RTC ACCESS business. No personal use of the vehicles is permitted.

### **5.3 Equipment, Computer Hardware and Software**

The RTC will furnish all hardware and software for the reservation/scheduling/dispatching, ITS system, shop equipment, radio equipment and record keeping functions, as well as all telephone equipment. The RTC, at its option, may supply additional equipment during the term of this contract. Contractor will be responsible for operating the equipment and systems. The RTC will provide and be responsible for the cost of repair.

#### 5.4 Facility

The RTC will provide, at no cost to the Contractor, a facility suitable for operation and maintenance of the RTC ACCESS system. Such facility will include office space, an enclosed maintenance area with at least four service bays, and a security-fenced parking area.

The RTC will be responsible for providing landscape, janitorial, and security services for the entire facility. The RTC will pay utility expenses, except for RTC ACCESS phone expenses and Contractor's costs associated with Contractor's company business. However, Contractor may be required to share payment of utility costs on a meter or percentage allocation basis should that become necessary in the future. Contractor may be required to pay moving costs should it become necessary to relocate all or part of RTC ACCESS in the future.

The RTC will be responsible for providing snow removal for sidewalks and other applicable paved areas outside the fenced fleet yard. The RTC is also responsible for providing snow removal for all paved areas inside the fenced fleet yard. The RTC will repair asphalt damaged by oil/gasoline drips by RTC ACCESS vehicles.

#### 5.6 Insurance

The RTC will provide property insurance for the RTC ACCESS facility at no cost to the Contractor.

#### 5.7 Fuel

The RTC will arrange for fueling facilities, either at the operations/maintenance facility or at nearby locations, and will directly pay all fuel costs, including CNG, associated with RTC ACCESS operations. A complete CNG fueling station is located in the RTC ACCESS Facility, equipped with 48 slow-fill and two fast-fill nozzles and is maintained by RTC staff. Between 4 and 8 hours are required to slow-fill a vehicle, depending on the amount of CNG required and the number of other vehicles fueling at the same time. Fast-fill takes 3 to 5 minutes. Gasoline and diesel are available at several retail or cardlock stations throughout the service area. The closest is approximately 2/10 mile from the RTC ACCESS facility. The RTC will also pay the fuel costs for the RTC ACCESS facility diesel generator.

#### 5.8 Marketing/Public Information

The RTC will design and implement all marketing and public information programs and materials associated with RTC ACCESS service.

#### 5.9 Monitoring

RTC staff will monitor compliance with this Agreement and with adopted performance standards by means of vehicle and site inspections, review of records, investigation of complaints, and by field observations. Contractor will cooperate with the RTC in any such monitoring activities.



Monitoring by the RTC will be conducted on a random basis and will include auditing fare tickets, driver logs, and computer records for accuracy of times when rides are booked, rides dispatched, customers picked up and delivered, etc. RTC will verify the accuracy of invoices and make corrections as necessary.

#### 5.10 RTC ACCESS Eligibility

The RTC will have responsibility for administering eligibility for RTC ACCESS service. The Contractor will transport eligible RTC ACCESS customers, their attendants, companions and service animals in accordance with RTC policies and Americans with Disabilities Act (ADA) requirements. Should the Contractor's employees observe or otherwise encounter circumstances that lead it to question the validity of a customer's eligibility, Contractor will promptly provide that information to the RTC.

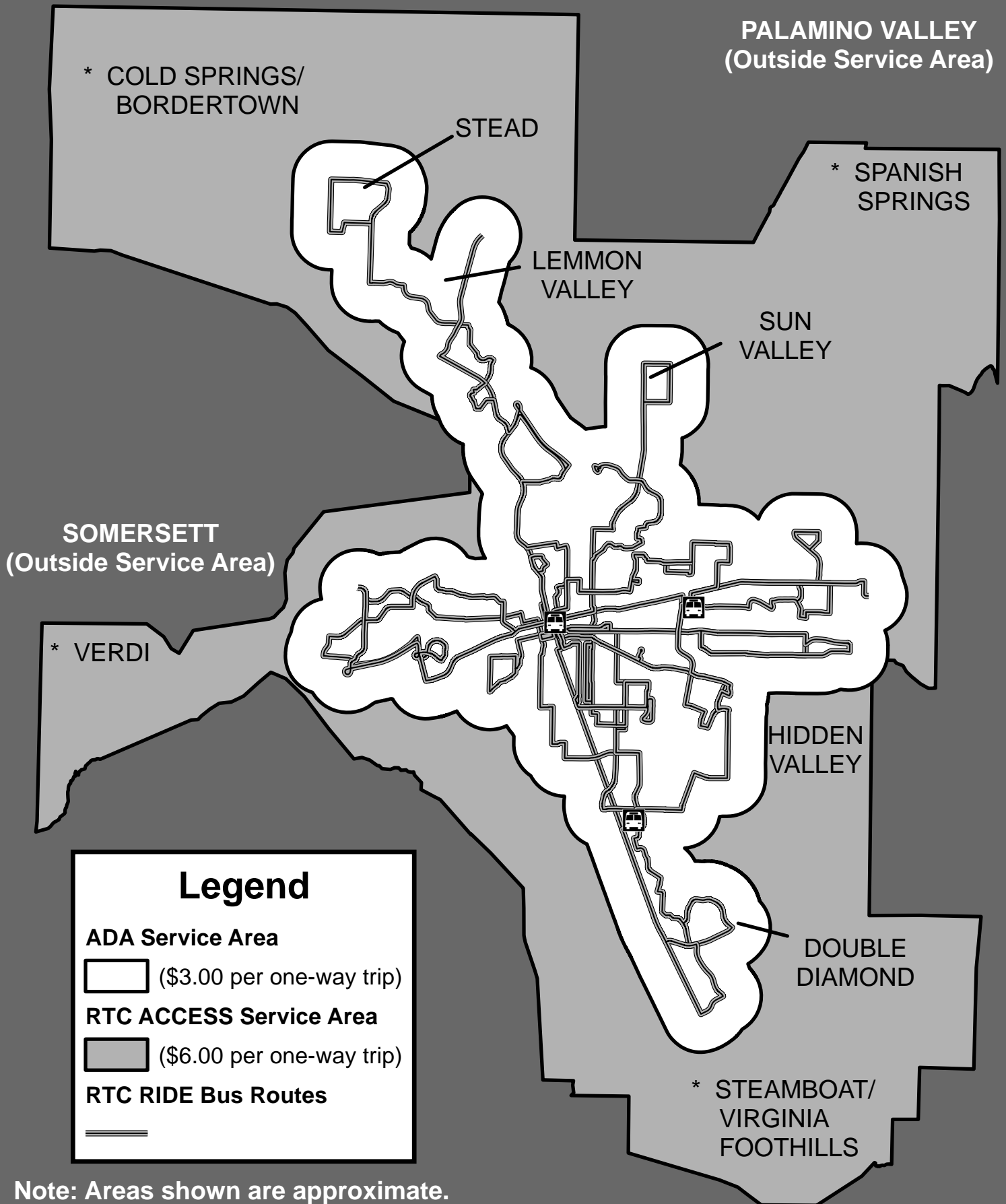
#### 5.11 Customer Service

The RTC will be the source for accepting passenger complaints and compliments. The Contractor will refer people filing complaints and commendations to RTC, unless the customer objects or the situation requires immediate attention and RTC staff is unavailable. Any complaints or commendations taken by the Contractor will be reported to the RTC by the next working day.

# **EXHIBIT B**

## **RTC ACCESS SERVICE AREA MAP**

# RTC ACCESS SERVICE AREA EFFECTIVE AUGUST 2009



# **EXHIBIT C**

## **PERFORMANCE STANDARDS AND INCENTIVES**

**EXHIBIT C**  
**PERFORMANCE STANDARDS AND INCENTIVES**

<b>RTC ACCESS OPERATING PERFORMANCE STANDARDS</b>				
<b>Description</b>	<b>FY 2007 Performance</b>	<b>FY 2008 Performance</b>	<b>FY 2009 Performance</b>	<b>FY 2011 Goal</b>
Preventable Collision Accidents/100,000 RVM	1.4/100,000	1.2/100,000	1.4/100,000	1.3
Preventable Passenger Accidents/100,000 RVM	0/100,000	0.1/100,000	0.3/100,000	0.2
Mechanical Road Calls/10,000 RVM	.68/10,000	0.37/10,000	0.10/10,000	0.40
Miles Between Mechanical Road Calls	55,542	53,165	77,519	77,000
Customer Complaints/1,000 Passengers	1.08/1,000	1.46/1,000	1.67/1,000	1.0
No Shows % of All Passenger Trips	3.3%	3.1%	3.4%	<= 2.5%
On-time Performance % of All Passenger Pickups	97.2%	95.1%	95.7%	>= 95.00%
On-time Performance % of All Passenger Dropoffs	NA	NA	NA	>= 95.00%
Weekday Passengers RVH	2.71	2.61	2.66	≥ 2.70
Weekend & Holiday Passengers RVH	2.10	2.01	2.13	≥ 2.10
Telephone Hold Time/Minutes	1.4	1.3	1.3	< 1.3
Missed Trips Due To Mechanical Problems	0	0	0	0
<b>Additional Metrics Implemented with the FY 2011 Agreement:</b>				
Missed trips as % of all Scheduled Trips				TBD
% of PMI Performed On Time				100%
Operations unscheduled absenteeism as % of total scheduled hours				TBD
Maintenance unscheduled absenteeism as % of total scheduled hours				TBD
Driver Overtime as % of Total Paid Hours				TBD
Maintenance Overtime as % of Total Paid Hours				TBD
Number of Workers Compensation Accidents per 100 Employees per Month - Operations				TBD
Number of Workers Compensation Accidents per 100 Employees per Month - Maintenance				TBD

## **RTC ACCESS AUDIT STANDARDS**

The RTC will conduct one or more periodic audits which may include the following metrics:

Customer Survey Results

Quality of Collective Bargaining Agreement

Qualifications of Management Team

Evaluation of Contractor's Processes

Turnover of Staff

Results of 'Shopper' Program

Results of Staff Productivity Analysis

Evaluation of Employee Wellness Programs

Quality of Employee Selection Process (e.g., references, b/g checks, etc.)

## PERFORMANCE STANDARDS AND INCENTIVES

Effective July 1, 2011

RTC ACCESS is known and respected as a paratransit system that provides quality service. The RTC also considers this Agreement to be an opportunity to become even better and take the safety, quality and quantity of RTC ACCESS service to the next level.

The Contractor's performance throughout the term of the contract will be evaluated using objectives based on the system's service standards and on the goal of continuous performance improvement. The goal is the cost effective and efficient management and operation of the RTC ACCESS paratransit service under RTC policies, with customer service excellence.

Performance standards will be established by the RTC at its sole discretion with input from the Contractor. Determination of actual performance will be made from monitoring RTC ACCESS performance by the Contractor and the RTC. The RTC may audit the accuracy of the information provided by routinely checking the source documentation used to develop the performance data. The numeric value of these objectives may be revised as needed by the RTC with input from the Contractor. Additional performance standards may also be implemented and evaluated throughout the life of this contract. Any and or all parts of the performance standards may be revised or voided by RTC if they are deemed not to be working in a positive manner.

All bonus/penalty calculations will be based on monthly performance of the RTC ACCESS contractor. Calculations will utilize the contractor's monthly operating reports and RTC audits. Payments will be calculated and issued on a quarterly basis.

**Contractor is expected to share all bonuses among employees, including management.** Penalties will be deducted from RTC's payment to Contractor and may or may not be shared with employees.

The maximum available to be earned in FY 2011 is \$30,000 for excellence in all areas.

### SERVICE DELIVERY

#### System Productivity

The FY 2011 system productivity goal is to exceed 2.70 weekday and 2.1 weekend passengers per revenue vehicle hours (RVH). RVH are those hours from the time the vehicle makes the first pickup until its last drop off, excluding driver lunch breaks. Calculation of productivity for bonuses/penalties will be based on the following:

Weekday (Monday – Friday 0600-2059 hours) Passengers Per

<u>Revenue Vehicle Hour</u>	<u>Bonus (Penalty)</u>
3.25-3.29	5,600
3.20-3.24	2,500
3.15-3.19	1,200
3.10-3.14	1,000
3.05-3.09	500
2.70-3.04	0

2.64-2.69	(1,500)
2.50-2.63	(2,000)
Under 2.50	(\$2,500)

Weekend/Holiday (Sat, Sun, Holidays 0600-2059 hours) Passengers Per

<u>Revenue Vehicle Hour</u>	<u>Bonus (Penalty)</u>
3.00-Over	1,000
2.75-2.99	700
2.65-2.74	500
2.10-2.64	0
1.75-2.09	(500)
1.65-1.74	(1,000)
1.50-1.64	(1,500)
1.25-1.49	(2,000)
1.24 -Under	(2,500)

**Punctuality**

RTC ACCESS is to be on time for at least 95 percent of scheduled pickups and dropoffs. A 30-minute (15 minutes prior to 15 minutes after) passenger pickup window has been established. Pre-scheduled will-call trips will be on-time if picked up within 60 minutes of RTC ACCESS being notified the client is ready. **Added in this Agreement is implementation of a 30-minute (15 minutes before to 15 minutes after) passenger dropoff window for all trips with specified dropoff or appointment times.**

Payment shall be based on findings of RTC audit of electronic data, operating reports and time recorded by drivers on selected manifests and applied to the entire month.

Calculation of productivity for bonuses/penalties will be based on the following:

RTC ACCESS Monthly Standards

<u>Percentage of Pickups Within On-Time Window</u>	<u>Bonus (Penalty)</u>
97.00% - Over	\$1,000
95.01% - 96.99%	\$500
95.0%	\$0
93.0% - 94.99%	(\$500)
Under – 93.00%	(\$1,000)

**Pickups later than 30 minutes past the late window will be assessed a penalty of \$100.00 per occurrence.**

<u>Percentage of Dropoffs Within On-Time Window</u>	<u>Bonus (Penalty)</u>
97.00% - Over	\$1,000
95.01% - 96.99%	\$500



95.0%	\$0
93.0% - 94.99%	(\$500)
Under – 93.00%	(\$1,000)

**Dropoffs later than 30 minutes past the late window will be assessed a penalty of \$100.00 per occurrence.**

**No Shows**

For RTC ACCESS to provide cost-effective transportation to the maximum number of people, it is important that trips be recorded and scheduled accurately, and taken by the customers. No shows are rides that were scheduled but did not occur when the Contractor’s drivers arrive at the pickup location on time and announce their presence because the riders decline the trips or cannot be found. Trips canceled within 1 hour of scheduled pickup time are also no shows. No shows are calculated as a percentage of total passengers transported.

<u>Percentage of No Shows to Total Passengers</u>	<u>Bonus (Penalty)</u>
Under 1.00%	\$1,000
1.00 – 2.49%	\$500
2.50	\$0
2.51 – 3.00%	(\$500)
Over 3.00%	(\$1,000)

**PASSENGER SERVICE SATISFACTION**

**Complaints**

RTC ACCESS passenger satisfaction standard is not more than one (1) valid complaint per 1,000 passengers. The validity of a complaint will be determined by the RTC staff designated by that role. Any disputed complaints will be reviewed by the RTC Executive Director for final determination.

<u>Complaint Ratio</u>	<u>Bonus (Penalty)</u>
Under 0.35	\$2,000
0.35 - 0.99	\$1,000
1.00	0
1.01 – 1.65	(\$1,000)
Over 1.65	(\$2,000)

Contractor will investigate and respond to complainant within six (6) working days of receiving the complaint. Written responses to all customer comments will be issued, with copies to RTC, unless the person initiating the contact does not wish a written response or there is insufficient information for a letter. **Late responses will result in Contractor being assessed \$20.00 per occurrence.**

Prompt responses to customers’ phone, fax, e-mail or other messages requesting Contractor to return calls is important to the quality of RTC ACCESS service. **Each occurrence of Contractor personnel not responding in a timely manner will result in a charge of \$100.00**

### Telephone Reservations

Average initial telephone hold time before being answered by reservations center personnel is to be no greater than 1.3minutes, as measured by the Symposium system. Calculations will be done on a monthly basis utilizing the contractor's monthly report and verified against Symposium reports as necessary. Hold time associated with hardware/software problems impacting the ability to make a reservation will be deleted from this calculation.

<u>Telephone Hold Time</u>	<u>Bonus (Penalty)</u>
0:00 - 0:59	\$1,000
1:00 - 1:29	\$500
1:30 -	\$0
1.31 - 2:00	(\$500)
Over 2:00	(\$1,000)

Longest hold time for individual calls should be no greater than six (6) minutes. Longest hold time will be verified from Symposium reports. **Calls holding longer than 6 minutes will be assessed a penalty of \$100.00 per call.**

### Ride Time

Every effort will be made not to exceed the ADA trip maximum ride time of the fixed-route travel time for the same trip plus 20 minutes, or sixty (60) minute ride time per passenger trip for non-ADA trips.

### **MAINTENANCE**

#### Road Calls

The RTC ACCESS standard for road calls is 0.40 per 10,000 revenue vehicle miles (RVM). Road calls generated as a result of manufacturers recognized defects will be excluded from this computation. Road call bonus/penalty will be for the entire month utilizing the contractor's monthly report. The following schedule will be utilized during the terms of this agreement. "Road Call" is defined as a failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.

<u>Road Calls per 10,000 RVM</u>	<u>Bonus (Penalty)</u>
0.00 - 0.39	\$1,000
0.40	\$0
0.41 - 0.50	(\$500)
Over 0.50	(\$1,000)

### Preventive Maintenance

Preventive maintenance inspections (PMI) and repairs are critical to the safety and performance of RTC ACCESS service. PMIs and repairs shall be performed within 500 miles before or after the PMI is scheduled in accordance with the vehicle maintenance plan approved by the RTC. **The Contractor will be assessed \$150.00 for every PM performed outside those parameters.**

## **SAFETY**

### **System Safety**

The safety standards for RTC ACCESS operations are 1.30 preventable vehicular (collision) accidents per 100,000 RVM and 0.20 preventable passenger accidents per 100,000 RVM. Contractor's Safety Committee will determine whether an accident is preventable. The results of the Safety Committee deliberations will be utilized for determining monthly bonus/penalty. The following schedule will be utilized during the terms of the agreement.

<u>Vehicular Preventable Accidents per 100,000 RVM</u>	<u>Bonus (Penalty)</u>
Under - 1.00	\$2,000
1.00 - 1.29	\$1,000
1.30	\$0
1.31 – 1.75	(\$1,000)
Over 1.75	(\$2,000)

<u>Passenger Preventable Accidents per 100,000 RVM</u>	<u>Bonus (Penalty)</u>
Under 0.10	\$2,000
0.10 - 0.19	\$1,000
0.20	\$0
0.21 – 0.40	(\$1,000)
Over 0.40	(\$2,000)

### **Accident Reporting**

Any accident or incident resulting in any injury will be reported to designated RTC personnel within one hundred twenty (120) minutes.

## **MANIFEST**

It is important that accurate and complete information be entered by drivers on their manifests, whether paper or MDT. **Contractor will be charged \$10.00 for each time entry on a driver's manifest that is not completed by the driver at the time of the pick-up or drop-off.**

## **OTHER TRANSPORT COSTS**

**If an RTC ACCESS client incurs a bill for a taxi ride (or other transport costs) due to an RTC ACCESS error, missed pickup, or because RTC ACCESS was late for an RTC ACCESS pickup, the amount of that charge will be passed through to the Contractor for payment.**

## **APPEARANCE**

A neat, clean, professional appearance is important to the quality of RTC ACCESS service and the confidence of the community in RTC ACCESS. **Contractor will be charged \$25.00 for each time a driver is observed out of uniform while working.**

# **EXHIBIT D**

## **SAMPLE MONTHLY REPORT**

**EXHIBIT D**

**ACCESS Monthly Summary**

For The Month Ending

Month, day, Year

OVERALL RIDERSHIP							
DESCRIPTION	Weekday	Shoppers	CitiCare/640	Saturday	Sunday	Holiday	TOTAL
AMBULATORY	0	0	0	0	0	0	0
WHEELCHAIRS	0						
ATTENDANTS	0						
COMPANIONS	0						
TOTAL	0						
AVERAGE							
NUMBER OF DAYS		0	0				0
PRODUCTIVITY							
DESCRIPTION	Weekday	Shoppers	CitiCare/640	Saturday	Sunday	Holiday	
RVH ACCESS	0.00						0.00
RVH CITICARE							0.00
TOTAL RVH							
Average RVH							
TOTAL PASS. /RVH							
WEEKDAY PASS. /RVH				WEEKEND/HOL PASS /RVH			
ACCESS PERFORMANCE SUMMARY							
TOTAL MILES							
REVENUE MILES							
ON TIME PERFORMANCE							
TOTAL REQUESTED TRIPS							
MISSED TRIPS							
ADA CAPACITY TRIP DENIALS				PERCENT OF DENIALS TO TOTAL RIDERSHIP			
PASSENGER NO-SHOWS				PERCENT OF NO-SHOWS TO TOTAL RIDERSHIP			
CANCELLATIONS				PERCENT OF CANCELLATIONS TO TOTAL RIDERSHIP			
WILL CALLS				PERCENT OF WILL CALLS TO TOTAL RIDERSHIP			
AVERAGE TELEPHONE HOLD TIME (MINS:SEC)							0:00
ROAD CALLS							0
VOMS (PEAK VEHICLE DEMAND)							0
ACCIDENT SUMMARY							
DESCRIPTION	Collisions				Passenger		
NONPREVENTABLE	0				0		0
PREVENTABLE	0				0		0
ACCIDENT DAMAGE, FOR OCTOBER							\$0.00
MANPOWER SUMMARY					Contract Requirements		
EMPLOYEES	F/T	P/T	TEMP.	Capacity Denials	0		
DRIVERS	0	0	0	Trips Per Hour	Weekday 2.65 Weekend/Hol 2.10		
ADMIN/SUPPORT	0	0	0	On Time Performance	95.00%		
MAINTENANCE	0	0	0	Revenue Hours	xxxx		
TOTAL	0	0	0	Valid Complaints	<1/1,000		
FULL-TIME EQUIVALENT	0						
HIRED	0						
LEAVE OF ABSENCE	0						
OFF PAYROLL	0						

**EXHIBIT E**

**GLOSSARY**

## **EXHIBIT E**

### **GLOSSARY**

The following definitions shall apply for this Agreement:

- a) "Trip," as used in this Agreement, shall mean the transport of one or more people from a single point of origin to a single destination point by RTC ACCESS.
- b) "Passenger trips" or "passengers," as used in this Agreement, shall mean the number of people transported by RTC ACCESS.
- c) "Attendant," as used in this Agreement, shall mean a person who accompanies an individual who has a current RTC ACCESS ADA Paratransit Eligible card from that RTC ACCESS-eligible rider's origin address to his/her destination address and performs a specific function for that individual that the RTC ACCESS-eligible rider is unable to perform without such assistance. It excludes any individual who, due to youth or physical or mental limitation, lacks appropriate awareness of life skills to meaningfully assist the RTC ACCESS-eligible rider. Authorization to have an attendant must be issued by RTC, and is designated by "Attendant Authorized - Yes" on the eligible RTC ACCESS rider's RTC ACCESS ADA Paratransit Eligible card. Contractor shall not collect RTC ACCESS tickets for attendants.
- d) "Companion(s)," as used in this Agreement, shall mean one or more individuals who accompany an RTC ACCESS-eligible rider from that passenger's origin address to his/her destination. Contractor shall collect the same fare for each certified RTC ACCESS rider and each companion traveling.
- e) "No Show," as used in this Agreement, is the occurrence in which the Contractor's driver arrives on time at the pick-up location of a trip ordered by RTC ACCESS and either the passenger declines to take his/her trip or the passenger cannot be found after reasonable effort by the driver. Trips canceled less than one hour before the scheduled pickup time are also considered to be no shows.
- f) "On time," as used in this Agreement is defined as a 30-minute window extending from fifteen (15) minutes before to fifteen (15) minutes after the scheduled pickup or drop off time.
- g) "On time" as used for pre-scheduled will-call trips is a 60-minute window beginning from the time RTC ACCESS is notified that the rider is ready for pickup. If RTC ACCESS arrives later than the 60 minutes the rider will be charged 1 ticket instead of two.
- h) "Revenue Vehicle Hour," as used in this Agreement, is defined as the interval during which a revenue vehicle is continuously available for carrying fare-paying passengers, and includes only those times between the time of the first passenger pickup and the time each vehicle departs its last drop off prior to returning to the paratransit facility, excluding time for driver breaks. A vehicle is in revenue service despite a no-show or late cancellation if the vehicle remains available for passenger use.

- i) "Revenue Vehicle Mile," as used in this Agreement, is defined as those miles traveled by revenue vehicles during their Revenue Vehicle Hours.
- j) "Vehicle Hours," as used in this Agreement, is defined as the time between when a revenue vehicle leaves the paratransit facility for revenue service and returns to the facility, "gate to gate." Vehicle hours include travel to/from the paratransit facility, fueling, training operators prior to revenue service, road tests and deadhead travel.
- k) "Vehicle Miles," as used in this Agreement, is defined as those miles traveled by revenue vehicles during their Vehicle Hours. Vehicle Miles include travel to/from the paratransit facility, fueling, training operators prior to revenue service, road tests, and deadhead travel.
- l) "Non-Revenue Pay Hours," as used in this Agreement, are vehicle hours that are accrued by the Contractor when requested by RTC for training or promotional services. These hours shall be billed at the contracted hourly rate.
- m) "ADA Service Criteria," as used in this Agreement, refer to the ADA paratransit service criteria detailed in 49 Code of Federal Regulations (CFR) Parts 27, 37 and 38. RTC intends to adhere to ADA-mandated standards, including the ADA definitions of trip denials and no-shows.
- n) "Eligible Passengers," as used in this Agreement, are individuals with disabilities who have been issued a RTC ACCESS ADA Paratransit Eligible identification card, or who are being transported to/from an eligibility-determination appointment. Eligible passengers include visitors who are ADA Paratransit Eligible with another paratransit system, those persons designated as attendants to eligible passengers who are being transported at that time, and companions as defined by ADA. The Contractor shall not transport any ineligible persons.



- i) "Revenue Vehicle Mile," as used in this Agreement, is defined as those miles traveled by revenue vehicles during their Revenue Vehicle Hours.
- j) "Vehicle Hours," as used in this Agreement, is defined as the time between when a revenue vehicle leaves the paratransit facility for revenue service and returns to the facility, "gate to gate." Vehicle hours include travel to/from the paratransit facility, fueling, training operators prior to revenue service, road tests and deadhead travel.
- k) "Vehicle Miles," as used in this Agreement, is defined as those miles traveled by revenue vehicles during their Vehicle Hours. Vehicle Miles include travel to/from the paratransit facility, fueling, training operators prior to revenue service, road tests, and deadhead travel.
- l) "Non-Revenue Pay Hours," as used in this Agreement, are vehicle hours that are accrued by the Contractor when requested by RTC for training or promotional services. These hours shall be billed at the contracted hourly rate.
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- n) "Eligible Passengers," as used in this Agreement, are individuals with disabilities who have been issued a RTC ACCESS ADA Paratransit Eligible identification card, or who are being transported to/from an eligibility-determination appointment. Eligible passengers include visitors who are ADA Paratransit Eligible with another paratransit system, those persons designated as attendants to eligible passengers who are being transported at that time, and companions as defined by ADA. The Contractor shall not transport any ineligible persons.

# **EXHIBIT F**

## **COST PROPOSAL**

# EXHIBIT F

## COST PROPOSAL FORM

### SEVEN-YEAR COST PROPOSAL

Submitted by: \_\_\_\_\_ Company: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

COST PROPOSAL PREPARED AND  
 SUBMITTED BY :

\_\_\_\_\_  
 Name Signature

						Option Year	Option Year
	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Estimated Revenue Vehicle Hours	77,000	77,000	77,000	80,000	80,000	80,000	80,000
	<b>\$ Cost</b>	<b>\$ Cost</b>	<b>\$ Cost</b>	<b>\$ Cost</b>	<b>\$ Cost</b>	<b>\$ Cost</b>	<b>\$ Cost</b>
<b>FIXED COSTS:</b>							
Management Labor (GM, OM, IT, MM )	_____	_____	_____	_____	_____	_____	_____
Management Fringe	_____	_____	_____	_____	_____	_____	_____
Admin/clerical Labor	_____	_____	_____	_____	_____	_____	_____
Admin/clerical Fringe	_____	_____	_____	_____	_____	_____	_____
Services	_____	_____	_____	_____	_____	_____	_____
Materials & Supplies	_____	_____	_____	_____	_____	_____	_____
Employment Testing	_____	_____	_____	_____	_____	_____	_____
Meetings & Travel	_____	_____	_____	_____	_____	_____	_____
Staff Development	_____	_____	_____	_____	_____	_____	_____
Phone Expense	_____	_____	_____	_____	_____	_____	_____
<u>Other</u>	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
Corporate Support	_____	_____	_____	_____	_____	_____	_____
Corporate Overhead/Indirect Costs	_____	_____	_____	_____	_____	_____	_____
<b>SUBTOTAL: FIXED COSTS</b>	_____	_____	_____	_____	_____	_____	_____

## COST PROPOSAL FORM

### SEVEN-YEAR COST PROPOSAL

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Option Year FY 2016	Option Year FY 2017
Estimated Revenue Vehicle Hours	77,000	77,000	77,000	80,000	80,000	80,000	80,000
	\$ Cost	\$ Cost	\$ Cost	\$ Cost	\$ Cost	\$ Cost	\$ Cost

**VARIABLE COSTS:**

Operator Wages	_____	_____	_____	_____	_____	_____	_____
Operator Fringe	_____	_____	_____	_____	_____	_____	_____
Operations Supervisor Wages	_____	_____	_____	_____	_____	_____	_____
Operations Supervisor Fringe	_____	_____	_____	_____	_____	_____	_____
Mechanic and Utility Wages	_____	_____	_____	_____	_____	_____	_____
Mechanic and Utility Fringe	_____	_____	_____	_____	_____	_____	_____
Uniforms	_____	_____	_____	_____	_____	_____	_____
Operations Materials & Supplies	_____	_____	_____	_____	_____	_____	_____
Parts	_____	_____	_____	_____	_____	_____	_____
Tires	_____	_____	_____	_____	_____	_____	_____
Maintenance Materials & Supplies	_____	_____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____	_____	_____

**SUBTOTAL - VARIABLE COSTS**

Corporate Profit ____%	_____	_____	_____	_____	_____	_____	_____
------------------------	-------	-------	-------	-------	-------	-------	-------

**Corporate Support Services**

Per Diem	_____	_____	_____	_____	_____	_____	_____
Travel Expense	_____	_____	_____	_____	_____	_____	_____

All technical and support services to be provided by the Corporate office at no charge to RTC

No Charge

# COST PROPOSAL FORM

## SEVEN-YEAR COST PROPOSAL

						Option Year	Option Year
	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017
Estimated Revenue Vehicle Hours	77,000	77,000	77,000	80,000	80,000	80,000	80,000
	\$ Cost	\$ Cost	\$ Cost	\$ Cost	\$ Cost	\$ Cost	\$ Cost
<b>TOTAL FIXED COSTS W/O INSURANCE:</b>	_____	_____	_____	_____	_____	_____	_____
<b>TOTAL VARIABLE COSTS:</b>	_____	_____	_____	_____	_____	_____	_____
<b>TOTAL COST W/O INSURANCE:</b>	_____	_____	_____	_____	_____	_____	_____
<b>TOTAL VARIABLE COST PER REVENUE VEHICLE HOUR:</b>	_____	_____	_____	_____	_____	_____	_____
<b>INSURANCE (vehicle and professional):</b>	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
<b>TOTAL COST WITH INSURANCE:</b>	=====	=====	=====	=====	=====	=====	=====
<b><u>Start-Up Costs</u></b>							
Personnel	_____	_____	_____	_____	_____	_____	_____
Fringe	No Charge	_____	_____	_____	_____	_____	_____
Materials and Supplies	_____	_____	_____	_____	_____	_____	_____
Travel	_____	_____	_____	_____	_____	_____	_____
Local	_____	_____	_____	_____	_____	_____	_____
Long Distance	_____	_____	_____	_____	_____	_____	_____
Performance Bond	_____	_____	_____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____	_____	_____	_____
Profit: _____	_____	_____	_____	_____	_____	_____	_____
<b>TOTAL—START-UP COSTS</b>	=====	=====	=====	=====	=====	=====	=====

# **EXHIBIT G**

## **VEHICLE INVENTORY AND REPLACEMENT SCHEDULE**

## EXHIBIT G

### VEHICLE INVENTORY AND REPLACEMENT SCHEDULE

	Vehicle Number	Vehicle Year	Make/Model	VIN #	Fuel Type	Lic #	Projected Retire Date If Not By Mileage	Retirement Mileage	Mileage as of September 30, 2009
1	1	2001	FORD/E-350	1FBNE31L31HB73715	GAS	EX39264	10/3/2016	150,000	69,330
2	2	2001	FORD/E-350	1FBNE31M41HB73716	CNG	EX39351	12/6/2016	150,000	74,901
3	3	2007	FORD / E-250	1FTNE24L27DA58704	GAS	EX55413	8/20/2014	200,000	14,196
4	001	2002	CHEVY SILVERADO	1GNJK34163E116415	DIESEL	EX39409	10/14/2022	200,000	17,868
5	1010	2004	FORD/GOSHEN	1FDXE45M84HB04709	CNG	EX48364	3/16/2012	200,000	158,889
6	1011	2004	FORD/GOSHEN	1FDXE45M64HB04708	CNG	EX48363	3/16/2012	200,000	148,981
7	1012	2004	FORD/GOSHEN	1FDXE45M44HB04707	CNG	EX48362	3/16/2012	200,000	131,078
8	1014	2004	FORD/GOSHEN	1FDXE45M44HB15870	CNG	EX48361	3/16/2012	200,000	162,999
9	1015	2004	FORD/GOSHEN	1FDXE45M24HB04706	CNG	EX48359	3/16/2012	200,000	155,903
10	1016	2004	FORD/GOSHEN	1FDXE45M14HB09928	CNG	EX48358	3/16/2012	200,000	172,585
11	1017	2004	FORD/GOSHEN	1FDXE45MX4HB18174	CNG	EX48360	3/16/2012	200,000	151,409
12	1018	2004	FORD/GOSHEN	1FDXE45M64HB09925	CNG	EX48357	3/16/2012	200,000	155,913
13	1019	2004	FORD/GOSHEN	1FDXE45M64HB15871	CNG	EX48356	3/16/2012	200,000	174,014
14	1020	2004	FORD/GOSHEN	1FDXE45M84HB09926	CNG	EX48355	3/16/2012	200,000	173,514
15	1021	2004	FORD/GOSHEN	1FDXE45MX4HB09927	CNG	EX48354	3/16/2012	200,000	130,183
16	1022	2004	FORD/GOSHEN	1FDXE45M14HB18175	CNG	EX48353	3/16/2012	200,000	156,078
17	1023	2004	FORD/GOSHEN	1FDXE45M84HB15869	CNG	EX48352	3/16/2012	200,000	173,246
18	1024	2004	FORD/GOSHEN	1FDXE45M34HB09929	CNG	EX48351	3/16/2012	200,000	155,834
19	1025	2004	FORD/GOSHEN	1FDXE45M44HB04710	CNG	EX48350	3/16/2012	200,000	109,697
20	1026	2005	FORD/ELDORADO	1FDXE45S85HB19419	CNG	EX50852	5/25/2013	200,000	124,248
21	1027	2005	FORD/ELDORADO	1FDXE45S95HB31742	CNG	EX50850	5/25/2013	200,000	94,059
22	1028	2005	FORD/ELDORADO	1FDXE45S65HB39068	CNG	EX50858	5/25/2013	200,000	103,977
23	1029	2005	FORD/ELDORADO	1FDXE45S25HB39066	CNG	EX50856	5/25/2013	200,000	92,655
24	1030	2005	FORD/ELDORADO	1FDXE45S55HB31740	CNG	EX50854	5/25/2013	200,000	90,952
25	1031	2005	FORD/ELDORADO	1FDXE45S65HB19418	CNG	EX50859	5/25/2013	200,000	78,838
26	1032	2005	FORD/ELDORADO	1FDXE45S25HB31744	CNG	EX50857	5/25/2013	200,000	100,675
27	1033	2005	FORD/ELDORADO	1FDXE45S45HB31745	CNG	EX50863	5/25/2013	200,000	94,433
28	1034	2005	FORD/ELDORADO	1FDXE45S05HB31743	CNG	EX50864	5/25/2013	200,000	95,223
29	1035	2005	FORD/ELDORADO	1FDXE45S75HB31741	CNG	EX50855	5/25/2013	200,000	94,062
30	1036	2005	FORD/ELDORADO	1FDXE45S05HB39065	CNG	EX50860	5/25/2013	200,000	104,256
31	1037	2005	FORD/ELDORADO	1FDXE45S95HB39064	CNG	EX50861	5/25/2013	200,000	93,388
32	1038	2005	FORD/ELDORADO	1FDXE45S45HB39067	CNG	EX50862	5/25/2013	200,000	97,012
33	1039	2005	FORD/ELDORADO	1FDXE45S55HB39062	CNG	EX50853	5/25/2013	200,000	101,738
34	1040	2005	FORD/ELDORADO	1FDXE45S75HB39063	CNG	EX50865	5/25/2013	200,000	86,049
35	1041	2007	FORD/ELDORADO	1FDXE45S57DA99172	CNG	EX54411	12/23/2014	200,000	44,103
36	1042	2007	FORD/ELDORADO	1FDXE45S77DA99173	CNG	EX54416	12/23/2014	200,000	50,973
37	1043	2007	FORD/ELDORADO	1FDXE45S47DB03261	CNG	EX54415	12/23/2014	200,000	52,889
38	1044	2007	FORD/ELDORADO	1FDXE45SX7DB03264	CNG	EX54417	12/23/2014	200,000	60,383
39	1045	2007	FORD/ELDORADO	1FDXE45S67DB03262	CNG	EX54419	12/23/2014	200,000	62,593
40	1046	2007	FORD/ELDORADO	1FDXE45S17DB03265	CNG	EX54420	12/23/2014	200,000	62,610

## EXHIBIT G

### VEHICLE INVENTORY AND REPLACEMENT SCHEDULE

	Vehicle Number	Vehicle Year	Make/Model	VIN #	Fuel Type	Lic #	Projected Retire Date If Not By Mileage	Retirement Mileage	Mileage as of September 30, 2009
41	<b>1047</b>	2007	FORD/ELDORADO	1FDXE45S27DB03257	CNG	EX54421	12/23/2014	200,000	61,278
42	<b>1048</b>	2007	FORD/ELDORADO	1FDXE45S97DA99174	CNG	EX54422	12/23/2014	200,000	58,498
43	<b>1049</b>	2007	FORD/ELDORADO	1FDXE45S47DB03258	CNG	EX54423	12/23/2014	200,000	62,687
44	<b>1050</b>	2007	FORD/ELDORADO	1FDXE45S67DB03259	CNG	EX54424	12/23/2014	200,000	42,409
45	<b>1051</b>	2007	FORD/ELDORADO	1FDXE45S17DA93532	CNG	EX54425	12/23/2014	200,000	60,997
46	<b>1052</b>	2007	FORD/ELDORADO	1FDXE45S87DB03263	CNG	EX54426	12/23/2014	200,000	53,438
47	<b>1053</b>	2007	FORD/ELDORADO	1FDXE45S17DA93529	CNG	EX54412	12/23/2014	200,000	57,749
48	<b>1054</b>	2007	FORD/ELDORADO	1FDXE45S07DA99175	CNG	EX54413	12/23/2014	200,000	38,527
49	<b>1055</b>	2007	FORD/ELDORADO	1FDXE45S27DB03260	CNG	EX54414	12/23/2014	200,000	57,114

10/14/2009



# **EXHIBIT H**

## **EQUIPMENT INVENTORY**

## EXHIBIT H

### EQUIPMENT INVENTORY

#### Shop Equipment

Tire mounting Machine	Snap-On OBD2 Scan Tool
Tire Balancer Machine	Mac Mentor Scan Tool
Rotary Disc Brake Lathe	Hose Crimp Machine
Brake Lathe Twin Facing Tool	Vacuum Check Tool
Drum Brake Lathe	Portable Genie Lift
Enclosed Bead Blaster	Industrial Floor Cleaner
Enclosed Bead Blaster Filter	Ten Ton Floor Jack
Hydraulic Press	Drum Hand Truck
Portable pressure Washer	Snap-On Alignment Machine
3- A/C Refrigerant Recovery System	Oil Filter Crusher
Air Supply (Compressor & Hoses)	Drill Press
High Pressure Grease Pump	Bench Chop Saw
Low Pressure Oil Pump	4- Ten Ton Jack Stands
Vehicle Lift (H-Frame)	
Vehicle Lift (Pit)	
Two Post Piston Pump Hoist	
John Bean Alignment Vehicle Lift (H-Frame)	
8-Lube Guns	
2-Antifreeze Guns	
Vehicle Wash System	
Vehicle Vacuum Cleaning System	
Exhaust Vacuum System	
6- Air/electric Trapeze Drops	
Transmission Jack	
2- Engine Stand	
Parts Cleaning Tank	
Engine Hoist	
2- Two Ton Jack Stands	
Buffer/Grinder	
2- Portable Oil Drains	
2 Sets- Overhead Reel Lube Dispensers	
Snap-On Tool Electronic Tune-Up Kit	
Diesel Generator	
5-HP 80-Gal Air Compressor	
Vacuum Pump Oxy-Acetyl Welding Kit	
Battery Starter/Charging System Tester	
Battery Charger 6-12 Volt	
6- Steel Workbench	
Vise	

## ACCESS OFFICE EQUIPMENT INVENTORY

	Location	Description	Type	Manufacturer	Monitor
<b>Maintenance</b>					
1	ACCESS Maint	Optiplex GX280	Workstation	Dell Inc.	1x 17" Dell
2	ACCESS Fleet Mgr	Optiplex 755	Workstation	Dell Inc.	2x 19" Dell
3	ACCESS Maint	Inspiron 5150	Laptop	Dell Inc.	
4	ACCESS Maint	Latitude	Laptop	Dell Inc.	
<b>Reservations</b>					
5	ACCESS RES	Precision 170L	Workstation	Dell Inc.	1x 19" Dell
6	ACCESS RES	Precision 170L	Workstation	Dell Inc.	1x 19" Dell
7	ACCESS RES	Optiplex GX960	Workstation	Dell Inc.	1x 19" Dell
8	ACCESS RES	Optiplex GX960	Workstation	Dell Inc.	1x 19" Dell
9	ACCESS RES	Optiplex GX960	Workstation	Dell Inc.	1x 19" Dell
10	RES TRANSIT MASTER	Optiplex GX620	Workstation	Dell Inc.	1x 19" Dell
11	GRTD	Optiplex GX620	Workstation	Dell Inc.	1x 17" Dell
<b>Dispatch</b>					
12	ACCESS DISPATCH	Optiplex 745	Workstation	Dell Inc.	1x 19" Dell
13	ACCESS DISPATCHTM	Optiplex 960	Workstation	Dell Inc.	2x 19" Dell
14	ACCESS DISPATCH	Optiplex 745	Workstation	Dell Inc.	1x 19" Dell
15	ACCESS DISPATCHTM	Optiplex 960	Workstation	Dell Inc.	2x 19" Dell
<b>Operations</b>					
16	Operations Mgr	Optiplex 745	Workstation	Dell Inc.	2x 19" Dell
17	Operations Mgr	Inspiron 8500	Laptop	Dell Inc.	
18	General Mgr	Optiplex 745	Workstation	Dell Inc.	2x 19" Dell
19	General Mgr	Latitude E6500	Laptop	Dell Inc.	
20	Scheduling	Precision 170L	Workstation	Dell Inc.	2x 17" Dell

21	Payroll	Optiplex 755	Workstation	Dell Inc.	1x 17" Dell
22	Payroll	Optiplex 755	Workstation	Dell Inc.	1x 17" Dell
<b>Safety &amp; Training</b>					
23	Safety & Training Mgr	Optiplex 755	Workstation	Dell Inc.	1x 19" Dell
24	Road Sup	Optiplex GX620	Workstation	Dell Inc.	1x 17" Dell
25	Training Room	Latitude C540	Laptop	Dell Inc.	Projector
<b>Information Technology</b>					
26	IT Mgr	Optiplex 755	Workstation	Dell Inc.	1x 19" Dell
27	IT Mgr	Optiplex 755	Workstation	Dell Inc.	2x 17" Dell
28	IT Mgr	Latitude D810	Laptop	Dell Inc.	
29	Camera	Optiplex 270	Workstation	Dell Inc.	1x 17" Dell
30	Trapeze Monitors	White Box	Workstation	MSI	3x 17" Triview
31	Drivers Room	Optiplex 270	Workstation	Dell Inc.	1x 17" Dell
<b>Printers</b>					
1	GM	HPLJM1319F			
2	Safety Mgr	HP 1200			
3	Road Sup	HP 1200			
4	Operations	HP 1200			
5	Payroll	HP 1300			
6	Operations Mgr	HP 3200			
7	IT Mgr	HP 3200			
8	Maintenance Mgr	HPLJM1522			
9	Dispatch	HP 4250tn			
10	Copy Room	HP 4100t			
11	Copy Room	Xerox Pro 32			

# **EXHIBIT I**

## **GENERAL PROVISIONS**

## EXHIBIT I

### 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.

### **Payments to Contractor**

1. **Compensation:** Except as otherwise provided herein, within thirty (30) calendar days after final acceptance of product or service or receipt of invoice (whichever occurs later), RTC shall pay the Contractor such amounts as required by the "Bid" attached hereto and incorporated herein by reference. Payments may vary from unit prices based on modifications and/or other provisions of this Agreement. No payment under this Agreement bears interest unless Contractor fails to receive the payment 30 days or more after the later of: (i) final acceptance of each vehicle; (ii) receipt by RTC of the invoice for the vehicle; or (iii) release of funds previously withheld pursuant to this Agreement. Final acceptance shall occur after any and all defects have been corrected to RTC's satisfaction.

Joint Contractors shall designate one of them as payee, to whom RTC shall make all payments required by this Agreement. Any payment made to the designated payee shall discharge RTC's obligation to make payments to any other Joint Contractors.

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

2. **Compensation for Additional Services:** If RTC makes a written request for additional services at any time during the PROJECT, charges for said services shall be in accordance with the rates set forth in "Bid (Offer)" and included herein.
3. **Method and Time of Payment:** Payment shall be made in the following manner:
  - a. Contractor shall submit individual invoices to RTC.
  - b. Contractor shall maintain complete records supporting every request for payment that may become due. Upon request, Contractor shall produce all or

- a portion of its records and RTC shall have the right to inspect and copy same.
- c. RTC shall withhold ten percent (10%) of the agreed upon compensation until RTC is satisfied that Contractor has satisfactorily performed the services required by RTC.

### **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.

### **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 Bidder agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of Bidder to render the services required under this Contract, neither the Bidder 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 Bidder'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 Bidder shall retain risk of loss.

### **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.

### **Contract Termination for Convenience**

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

# **EXHIBIT J**

## **FTA REQUIRED CLAUSES AND PROTEST PROCEDURES**

## **EXHIBIT J**

### **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. 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.

#### **2. 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.

#### **3. 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.

#### **4. 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.

#### **5. 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.

#### **6. 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.

**7. 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).

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

### **25. 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.

### **26. 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.

### **27. 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.

### **28. 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.

### **29. 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.

### **30. 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.

### **31. 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.

### **32. 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.



### **33. 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.

### **34. 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.

### **35. Labor Provisions: W, 40 U.S.C. SECTIONS 327-33, 29 CFR 5.5.(b)**

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under

contract for the District of Columbia or a territory, to such district or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

3. Withholding for Unpaid Wages and Liquidated Damages: DOT, FTA, or RTC shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

4. Subcontractors: The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in above paragraphs under the heading of Labor Provisions and shall also require subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.

5. The requirements of the clauses contained in 29 CFR Part 5.5. (b) or (a) through (d) above are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the CONTRACTOR or the subcontractor for inspection, copying, or transcription by authorized representatives of DOT, the Department of Labor, FTA or RTC. The CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

### **36. COMPLIANCE WITH LAWS/PERMITS AND LICENSES**

CONTRACTOR will give all notices and comply with all federal, state, county and local laws, ordinances, rules, regulations, standards, and order of any public authority bearing on the performance of the contract, or concerning the production of goods thereunder, including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by RTC in the contract documents shall be construed as an oversight and shall not relieve the CONTRACTOR from its obligations to meet such fully and completely. Upon request, the CONTRACTOR shall furnish to RTC certificates of compliance with all such laws, orders and regulations. The CONTRACTOR shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules and regulations, shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and RTC by and through its officers, employees, and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any CONTRACTOR shall not constitute a cognizable defense against the legal effect thereof.

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

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

elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

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

**38. Drug And Alcohol Testing.** The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight

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

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

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

**41. Privacy Act Requirements.** To the extent that the Recipient, any third party contractor at any tier, any sub-recipient at any tier, or their employees administer any system of records on behalf of the Federal Government, the Recipient agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected sub-recipient at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC

552 (the Privacy Act). Specifically: (1) the Recipient agrees to obtain the express consent of the Federal Government before it or its third party contractors, sub-recipients, or any of their employees operates a system of records on behalf of the Federal Government; and (2) the Recipient acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act apply to those individuals administering a system of records for the Federal Government.

## 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.

# **EXHIBIT K**

## **DRAFT AGREEMENT**

**EXHIBIT K**  
**DRAFT AGREEMENT**  
**FOR**  
**THE PROVISION OF RTC ACCESS ADA PARATRANSIT SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the Regional Transportation Commission of Washoe County (hereinafter "RTC") and \_\_\_\_\_ a \_\_\_\_\_ corporation qualified to do business in the State of Nevada (hereinafter "Contractor").

**WITNESSETH:**

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

WHEREAS, on May 12, 1988 RTC adopted regulations governing public transportation tax fund appropriations for paratransit services;

WHEREAS, RTC has determined that it requires the services of a private contractor to provide the administration, operations and maintenance of a paratransit system for people with disabilities in the Reno-Sparks urbanized area;

WHEREAS, the Contractor is in the business of operating and maintaining public and private transportation systems, and its officers and supervisory employees are trained and experienced in the operation, maintenance and management of paratransit systems;

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

WHEREAS, the RTC entered into an agreement with the Contractor on \_\_\_\_\_ to provide such services from \_\_\_\_\_ through \_\_\_\_\_;

WHEREAS the RTC deems it advisable and in the public's interest to execute a three-year agreement with two option years for the operation, maintenance and management of the RTC ACCESS ADA paratransit service; and

WHEREAS, the Contractor desires to operate, maintain and manage the RTC ACCESS ADA paratransit service for and on behalf of the RTC.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, it is hereby agreed by and among the parties as follows:

**SECTION 1 - COMPLIANCE WITH FEDERAL REQUIREMENTS**

The activities performed under this Agreement are financed, in part, with federal funds. It is a requirement of the federal government that activities so financed and performed by a third party contractor and its subcontractors on behalf of a federal grantee must be carried out in accordance with federal requirements.

Activities resulting from the original Agreement to this and any other prior or subsequent Agreement amendments thereto are financed, in part, by a grant from the United States Department of Transportation (USDOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions and regulations including those in the "Request for Proposals for the Provision of RTC ACCESS ADA Paratransit Services," Exhibit J – FTA Assisted Required Clauses For Capital And Professional Service Requirements.

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

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

## **SECTION 2 - COMPLIANCE WITH LAWS/PERMITS AND LICENSES**

Contractor will give all notices and comply with all federal, state, county and local laws, ordinances, rules, regulations, standards, and order of any public authority bearing on the performance of the contract or concerning the production of goods thereunder, including but not limited to the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by RTC in the contract documents shall be construed as an oversight and shall not relieve the Contractor from its obligations to meet such fully and completely. Upon request, the Contractor shall furnish to RTC certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and RTC by and through its officers, employees, and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any contractor shall not constitute a cognizable defense against the legal effect thereof.

## **SECTION 3 - TERM OF AGREEMENT**

Unless otherwise extended by written amendment, this Agreement will become effective \_\_\_\_\_ 2010, and shall terminate at midnight on \_\_\_\_\_. Transportation services provided under this Agreement shall commence on July 1, 2010.

## **SECTION 4 - SCOPE OF SERVICES**

In consideration of the compensation enumerated in Section 8, the Contractor will provide professional paratransit services as outlined in the Scope of Services, attached hereto as "Exhibit A," Contractor's "Proposal for Provision of RTC ACCESS ADA Paratransit Services" dated \_\_\_\_\_, Contractor's letter dated \_\_\_\_\_ responding to RTC's request for additional information and

“Best and Final Offer” dated \_\_\_\_\_, all of which are incorporated herein by reference. The Request for Proposals for the Provision of RTC ACCESS ADA Paratransit Services” (RFP) dated November 16, 2009 and any and all addenda are also incorporated herein by reference. In the event of any conflicting terms or conditions within this Agreement, the following order of precedence shall be used to resolve the conflict: Change orders or amendments to this Agreement; this Agreement; the Best and Final Offer, Contractor’s \_\_\_\_\_, 2010 Proposal and responses to supplemental questions, addenda to the RFP in inverse chronological order, the RFP.

The Contractor will also assist the RTC with special technical or professional services upon the request of the RTC. The Contractor shall provide staff assistance pursuant to “Section 15 Corporate Support Services,” and shall be compensated as specified in that section and the Contractor’s Cost Proposal. Any service requested which is not included under Section 15 of this Agreement shall be negotiated separately.

The Contractor is expected to operate and maintain the paratransit service in an economical and efficient manner so that the public receives excellent paratransit service commensurate with the policies, standards, funding and resources made available to the Contractor.

### **SECTION 5 - INDEPENDENT CONTRACTOR**

Contractor's relationship to RTC in the performance of this Agreement is that of an independent contractor. Contractor shall be free to contract to provide similar services for others while it is under contract to RTC. RTC reserves the right to contract with one or more contractors. Contractor must demonstrate its ability to meet RTC projected demands if taking another job in this area.

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

The Contractor shall promptly notify the RTC of any proposals by employees or their labor organizations or by the Contractor, to modify existing wages, salaries, working conditions and/or benefits of Contractor employees, and upon request by RTC, to meet and confer with the RTC and/or its designated representatives concerning such proposed modifications prior to implementing them. Contractor will consider these proposals in light of the funding constraints identified by the RTC and this Agreement.

RTC reserves the right to request, at any time during the term of this Agreement, that the Contractor replace its General Manager or any other personnel assigned to this project for alleged poor performance or lack of confidence on the part of RTC. Contractor agrees to do so within sixty (60) days after receipt of written notice from RTC. Any transfer or replacement of the General Manager by the Contractor must be with prior written approval of RTC.

### **SECTION 6 – RTC FURNISHED EQUIPMENT**

RTC shall provide Contractor with an operations/maintenance facility plus vehicles and equipment specified in Exhibit D: “RTC ACCESS Vehicle Inventory and Replacement Schedule” and in Exhibit E: “Equipment Inventory,” for purposes of providing paratransit services pursuant to this Agreement. All

real estate, buildings, equipment, software and motor vehicles furnished by RTC shall remain the property of RTC. RTC shall be responsible for all vehicle licensing, motor vehicle fees and taxes, if any, on the vehicles RTC provides under this Agreement. RTC shall be responsible for all permits and taxes on any real estate and buildings provided under this Agreement. Except as otherwise provided herein, Contractor shall not be responsible for providing any insurance for real estate, buildings or other property owned by RTC.

Contractor and RTC agree to the provisions of Exhibit C to this Agreement (Vehicle Acceptance Standards) to govern the acceptable condition of vehicles at the start of this Agreement.

Contractor shall be responsible for keeping such facility, vehicles and equipment in good condition. Contractor shall be liable for any damage or theft involving such facilities, vehicles, equipment or components thereof, including but not limited to, damage caused by collision, fire, negligence, abuse, or vandalism, but in no event shall such liability exceed the actual cash value of such items.

Upon the termination of this Agreement, Contractor agrees to immediately return all RTC-owned vehicles and equipment in good condition, with no defects or deferred maintenance, less reasonable wear and tear and in accordance with the Vehicle Acceptance Standards contained in Exhibit C to this Agreement and to immediately vacate the paratransit operations/maintenance facility and remove any and all waste products, including, but not limited to, waste oil or other fluids, used tires, and other used material. If the real estate or buildings are equipped with a waste water separator or clarifier, all waste products shall be removed within the week prior to vacancy by Contractor. Contractor further agrees to cooperate fully with any new Contractor engaged by RTC to continue the provision of paratransit services after termination of this Agreement.

Equipment and supplies purchased by Contractor as a direct-charge item reimbursed by RTC shall become the property of RTC upon payment of invoice for equipment and supplies by RTC.

#### **SECTION 7 - FISCAL RESPONSIBILITY, RECORDS, CONTROLS, REPORTS**

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

#### **SECTION 8 – COMPENSATION**

RTC shall pay Contractor for performance of the services set forth in Exhibit A - Scope of Services of this Agreement as follows:

- A. For Fiscal Year 2011, the period from July 1, 2010 through June 30, 2011, payment of a monthly fixed rate of \$\_\_\_\_\_ and a variable cost hourly rate of \$\_\_\_\_\_ per revenue vehicle hour, for an estimated \_\_\_\_\_ annual revenue vehicle hours. Revenue vehicle hours shall be documented by dispatcher and/or driver records and employee time cards, which shall be available for review by RTC. The fixed and variable rates shall constitute full compensation for operations and maintenance costs including but not limited to the following: employee salaries, fringe benefits, overhead or indirect costs, insurance deductibles, parts, lubricants, maintenance tools and equipment, vehicle maintenance, radio maintenance, fare collection equipment/supplies, uniforms, physicals, office supplies, telephone service, and management fees.

- B. For Fiscal Year 2012, the period from July 1, 2011 through June 30, 2012, payment of a monthly fixed rate of \$\_\_\_\_\_ and a variable cost hourly rate of \$\_\_\_\_\_ per revenue vehicle hour, for an estimated \_\_\_\_\_ annual revenue vehicle hours.
- C. For Fiscal Year 2013, the period from July 1, 2012 through June 30, 2013, payment of a monthly fixed rate of \$\_\_\_\_\_ and a variable cost hourly rate of \$\_\_\_\_\_ per revenue vehicle hour, for an estimated \_\_\_\_\_ annual revenue vehicle hours.
- D. For Fiscal Year 2014, the period from July 1, 2013 through June 30, 2014, payment of a monthly fixed rate of \$\_\_\_\_\_ and a variable cost hourly rate of \$\_\_\_\_\_ per revenue vehicle hour, for an estimated \_\_\_\_\_ annual revenue vehicle hours.
- E. For Fiscal Year 2015, the period from July 1, 2014 through June 30, 2015, payment of a monthly fixed rate of \$\_\_\_\_\_ and a variable cost hourly rate of \$\_\_\_\_\_ per revenue vehicle hour, for an estimated \_\_\_\_\_ annual revenue vehicle hours.
- F. For Fiscal Year 2016, the period from July 1, 2015 through June 30, 2016, payment of a monthly fixed rate of \$\_\_\_\_\_ and a variable cost hourly rate of \$\_\_\_\_\_ per revenue vehicle hour, for an estimated \_\_\_\_\_ annual revenue vehicle hours.
- G. For Fiscal Year 2017, the period from July 1, 2016 through June 30, 2017, payment of a monthly fixed rate of \$\_\_\_\_\_ and a variable cost hourly rate of \$\_\_\_\_\_ per revenue vehicle hour, for an estimated \_\_\_\_\_ annual revenue vehicle hours.
- H. The parties agree that RTC may modify the quantity of service to be provided. RTC may require Contractor to provide additional revenue vehicle hours at the same rate up to a maximum of ten percent (10%) of the estimated annual revenue vehicle hours. Should any modifications result in more than a ten percent (10%) increase or decrease in revenue vehicle hours, either party may request a renegotiation of the per-hour rate of compensation. Negotiations shall be conducted in good faith.
- I. In addition to the rate per revenue hour, RTC shall pay Contractor the costs submitted in Contractor's proposal to RTC for providing general liability and vehicle insurance obtained by Contractor upon submittal of satisfactory and appropriate documentation to RTC by Contractor pursuant to Section 17 of this Agreement.
- J. For each invoice that RTC pays within 30 calendar days of receipt of the invoice accompanied by complete supporting documentation, Contractor shall provide a discount of \_\_\_\_ %.

**SECTION 9 - METHOD AND TIME OF PAYMENT**

Payment shall be made in the following manner:

- A. Contractor shall invoice RTC for all reimbursable costs on a monthly basis. Invoices for hourly operating costs, insurance and vehicle maintenance shall be submitted in a format approved by RTC. Supporting documentation shall detail revenue vehicle hours by day for the month invoiced. Invoices for other reimbursable costs shall be accompanied by supporting documentation such as receipts, invoices and work orders.



- B. Except in extraordinary circumstances, reimbursable costs shall include but not be limited to, the costs of replacing major engine and transmission components due to unavoidable delay caused by the RTC in the arrival of replacement vehicles, and/or unforeseen significant administrative costs incurred by a change in the way RTC requires Contractor to provide RTC ACCESS service. Reimbursable costs shall be agreed upon by the parties before they are incurred.
- C. RTC shall reimburse Contractor within thirty (30) calendar days after the date of receipt of complete and correct invoices. In the event RTC disputes any charges, payment may be delayed on the amount in dispute. RTC shall notify Contractor in writing the reason for and the amount of any dispute. The undisputed balance of the invoice shall be paid in accordance with this section.
- D. Contractor shall maintain complete records supporting every request for payment. RTC shall have the right to inspect and copy said records. Records shall document every passenger trip and vehicle trip provided under this Agreement. Charges shall be directly traceable by driver trip logs displaying trip pick-up and drop-off times and locations, number of passengers, by computer records and by RTC ACCESS tickets. Each invoice shall contain a certification that all amounts billed are in accordance with this Agreement.
- E. In the event RTC fails to make required payments as provided herein, Contractor shall be entitled to interest on the balance due. Interest shall be calculated at a rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions on January 1 and July 1 of each year, plus two percent (2%), from the time the money becomes due. Funds withheld on the basis of a dispute or as performance penalties are not subject to the late payment provisions.

**SECTION 10 - MAXIMUM OBLIGATION**

Except where RTC requests additional revenue vehicle hours as provided herein, the maximum compensation to the Contractor for all services provided hereunder, exclusive of reimbursable expenses pursuant to Section 9 and performance incentives, bonuses or penalties as provided under Section 11 of this Agreement, shall not exceed \$\_\_\_\_\_ for FY 2011, \$\_\_\_\_\_ for FY 2012, \$\_\_\_\_\_ for FY 2013, \$\_\_\_\_\_ for FY 2014 for FY 2015, \$\_\_\_\_\_ for FY 2016 and \$\_\_\_\_\_ for FY 2017. Maximum compensation shall increase only if additional revenue vehicle hours (RVH) are requested by RTC.

**SECTION 11 - PERFORMANCE INCENTIVE PROGRAM, BONUSES, PENALTIES**

A Performance Incentive Program is hereby established and described in RFP Exhibit C - Performance Standards and Incentives, which is attached hereto and by this reference incorporated herein. Bonuses and penalties paid pursuant to the Performance Incentive Program shall be in addition to the provisions of this Agreement regarding compensation of the Contractor.

**SECTION 12 - COMPENSATION AFTER TERMINATION**

If this Agreement is terminated pursuant to the terms set forth in Section 13 before completion of any month, Contractor shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination or until the date of termination, whichever is later.

### **SECTION 13 - TERMINATION**

This Agreement may be terminated pursuant to the provisions set forth in RFP Exhibit J, Section 36-“Contract Termination for Default” and RFP Section 37-“Contract Termination for Convenience”.

Contractor may elect to terminate the entire Agreement in the event of a termination of a part of the Agreement, if, in the opinion of Contractor, it cannot feasibly continue to perform the remaining portion of the Agreement. Contractor shall give RTC one hundred twenty (120) days written notice of anticipated termination, pursuant to Section 33 of this Agreement. In the event of termination for default under this section, Contractor agrees to reimburse RTC for any reasonable costs incurred in securing a new Contractor to perform the existing paratransit services.

### **SECTION 14 - TERMINATION DUE TO LACK OF FUNDS**

In the event that Sales Tax receipts do not continue at an aggregate level sufficient to allow for the provision of the indicated level of service, the obligations of each party hereunder may thereupon be terminated upon sixty (60) days notice given pursuant to Section 33 of this Agreement. Any such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to the effective date of termination.

### **SECTION 15 - CORPORATE SUPPORT SERVICES**

The Contractor's technical staff will provide varied support services to the management team and the RTC as an extension of the management team in the operation of the paratransit system at no charge to the RTC. Approved advisory and technical assistance travel and per diem shall be provided in accordance with the Cost Proposal, dated \_\_\_\_\_ and incorporated herein by reference:

- (a) TRAVEL - Actual coach air fare or automobile allowance computed at the rate per mile established and periodically revised by the RTC in the RTC Travel Policy P-21; and airport parking fees and related ground transportation costs. Contractor is expected to actively seek lowest possible airfare based on advance purchase of ticket.
- (b) PER DIEM - Costs incurred for lodging, food, and miscellaneous expenses will be reviewed by RTC as to reasonableness and must be in compliance with the RTC Travel Policy P-21.

The Contractor will designate the Regional Vice President (RVP) as a corporate liaison to monitor the contract and serve as a technical resource for the paratransit system and the RTC. With regular phone conversations and quarterly or more frequent visits to the paratransit service, the RVP will keep in close contact with the management team and the RTC Paratransit Administrator. All travel and labor associated with the RVP's work on RTC's behalf shall be borne by the Contractor.

### **SECTION 16 - LIABILITY**

Contractor shall assume all responsibility for equipment, employees, and passengers while operating transportation services pursuant to this Agreement. Contractor shall seek competitive bids on all insurance coverage, and select the lowest responsive bid. Contractor shall provide first dollar coverage for door-to-door paratransit service. Contractor will be responsible for paying all increases in all vehicle insurance premiums during the life of this Agreement.

Liability Insurance. At the time of execution of the Agreement, Contractor agrees to furnish RTC with one (1) copy of each of Contractor's Certificates of Insurance and pertinent insurance policies evidencing proof of coverage in accordance with this Agreement. Included is a Certificate of General Liability Insurance in an amount of not less than Twenty Million Dollars (\$20,000,000) which adds RTC, its officers and employees as additional insureds. The policy shall protect RTC from any loss, damage, or liability whatsoever, including the risk of loss or damage to property of RTC resulting from any negligent act, failure to act, or omission of the Contractor or any employee, agent, or representative of the Contractor in carrying out or attempting to carry out the provisions of the Agreement.

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 insured shall be notified by registered mail not less than thirty (30) days before the expiration or cancellation is effective.

Contractor will maintain its firm's insurability to the levels listed below throughout the contract. Carriers must be A-rated based on Best Guide and are subject to approval by the RTC.

Vehicle and liability insurance will be a fixed amount pass-through cost. The annual premium to the RTC will be the cost submitted with the proposal. RTC reserves the right to carry any coverage independently, depending on which is more appropriate.

Liability policies will provide that RTC be named as an additional insured for the full limits of coverage and added to the insurance policies. Contractor will provide RTC with copies of all insurance certificates and policy endorsements with RTC as an 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:

- Premises/operations liability
- Blanket contractual liability
- Personal injury/Advertising liability
- Products/completed operations liability

With the following, minimum limits of liability:

- \$20,000,000 per occurrence for Bodily Injury
- \$20,000,000 per occurrence for Property Damage

or

- \$20,000,000 combined single limits

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

- \$20,000,000 per occurrence for Bodily Injury
- \$20,000,000 per occurrence for Property Damage

or

- \$20,000,000 combined single limits

The Contractor may carry comprehensive and collision or self-insure but the correction of physical damage to all vehicles is the responsibility of the Contractor.

General liability and automobile liability must cover liability expenses for providing door-to-door transportation for people with disabilities.

The Contractor will provide Professional Liability Insurance for errors and omissions covering the Contractor, its agents, and employees, in a minimum limit of \$2,000,000, including employment practices.

Contractor may be required to provide a minimum of \$5,000,000 coverage for certified terrorism and domestic violence.

Nevada Industrial Insurance. Contractor shall procure, pay for, and maintain Nevada industrial insurance coverage required pursuant to the provisions of Chapters 616A to 616D, inclusive, of Nevada Revised Statutes. Contractor shall, before commencing work under the provisions of this Agreement, furnish RTC with a certificate from an insurance company approved to underwrite Workers' Compensation insurance in the State of Nevada certifying that Contractor has complied with the provisions of the Nevada Industrial Insurance Act. In the event RTC must pay any premiums to maintain the above Workers' Compensation insurance on behalf of Contractor or any agent, employee or representative of Contractor, RTC may subtract from any compensation due Contractor any sums so paid.

Contractor will provide Workers' Compensation and employers' liability in accordance with the laws of the State of Nevada. Statutory limits plus \$1,000,000 in employers' liability limits must be maintained. These costs are the responsibility of the Contractor.

### **SECTION 17 - HOLD HARMLESS**

Except as provided herein, the Contractor will hold RTC harmless and indemnify it from all damages, costs and expenses as provided in Section 10 of the General Provisions, Exhibit I of the RFP.

RTC will indemnify, defend and hold the Contractor, its agents, servants and employees harmless from and against any and all loss, liability, claims, damage or expense including, but not limited to attorneys' fees, for death or injury to persons or loss of or damage to property proximately caused by the negligent acts and omissions of the officers, employees and agents of the RTC in the performance of this Agreement.

The RTC agrees that in the event the Contractor or any of its agents, servants or employees is charged with or sued for any alleged discriminatory practices, the RTC will indemnify them against any liability or expenses involved in the defense of such claims or lawsuits, if the alleged practices were done with the knowledge or approval of the RTC or in accordance with its written or stated policies.

### **SECTION 18 - NO PERSONAL LIABILITY**

The RTC agrees that it shall not hold any officer, employee, or authorized representative of the Contractor personally responsible for the fulfillment of the conditions of this Agreement.

### **SECTION 19 – REVENUE**

Should, during the life of this Agreement or extensions, revenue be derived from the operation of the paratransit service by the Contractor, whether from passengers or from other sources, such revenue becomes the absolute property of RTC and the treatment of such revenue shall be as directed by the RTC.

The Contractor, on behalf of the RTC, shall:

- A. Receive, collect, and deposit all of the aforesaid revenue collected in its operations in the manner directed by RTC;
- B. Keep and maintain records reflecting the operation of any portion of the System in conformity with the requirements of the RTC; and
- C. Render and certify to the RTC such full and complete monthly or other operating reports and statements as RTC may require.

#### **SECTION 20 - CONFLICT OF TRANSPORTATION INTEREST**

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

#### **SECTION 21 - FIDELITY BOND**

During the term of this Agreement, Contractor shall cause its employees to be covered under an appropriate bond providing protection from employee theft up to the amount of Fifty Thousand Dollars (\$50,000) with respect to any one occurrence, payable to RTC. Contractor may substitute a policy of Employee Dishonesty Insurance in lieu of a Fidelity Bond.

#### **SECTION 22 - PERMITS AND LICENSES**

Contractor shall service or maintain in force during the term of this Agreement all licenses and permits required for the lawful operation of Contractor's business.

#### **SECTION 23 - FORCE MAJEURE**

Except as provided below, Contractor shall not be held responsible for losses, delays or failure to perform caused by events beyond the reasonable control of the Contractor. Such events may include, but are not limited to, the following: acts of God, fire, epidemics, earthquake, flood or other natural disasters, acts of the government, riots, war or civil disorder, or unavailability of fuel or vehicle components. Contractor shall not be relieved of its obligations under this Agreement to provide RTC ACCESS transportation at the set level of service or, at the RTC's discretion, at a reduced level of service specified by the RTC as a result of strikes or labor disputes.

#### **SECTION 24 - NON-EXCLUSIVITY OF AGREEMENT**

It shall in no way be construed that this Agreement is, or shall be, the sole exclusive contract for paratransit service within the service area covered by this Agreement into which the RTC may enter during the term of this Agreement.

## **SECTION 25 - EXTRA SERVICE**

Extra services, such as promotional service, may be provided by Contractor upon prior written authorization by RTC. Extra services above and beyond those specified in Exhibit A, Scope of Services, shall be subject to execution of a separate agreement between RTC and the person or organization requesting the extra services. Such agreement shall provide for RTC reimbursement to Contractor of operating costs at the per-hour rate specified in "Section 8 – Compensation" of this Agreement.

## **SECTION 26 - SEAT BELTS**

Seat belts will be used at all times in RTC ACCESS vehicles except to the extent limited by the Americans with Disabilities Act regulations.

## **SECTION 27 - SMOKING PROHIBITION**

Smoking is prohibited in all RTC-furnished vehicles and facilities. Contractor shall be required to strictly enforce this provision.

## **SECTION 28 – DISPUTES**

Any dispute not resolvable by informal negotiation between the parties to this Agreement shall be resolved pursuant to "Section 38 - Breaches and Dispute Resolution" of Exhibit J of the RFP.

## **SECTION 29 - ATTORNEYS' FEES**

In the event either party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit. Fees and costs may be awarded even if the parties' differences are resolved through stipulation.

## **SECTION 30 - BUDGETS AND PROJECTIONS**

The Contractor agrees to prepare or assist in the preparation of the necessary annual budgets and projections as required by the RTC and agrees to furnish periodic reports and recommendations to the RTC as may be reasonably necessary for monitoring and operating the System.

## **SECTION 31 – ASSIGNMENT**

Except as authorized by this Agreement, this Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party. In the event of a lawful assignment, the rights, duties, obligations and benefits arising under this Agreement shall inure and be binding upon the successors or assigns.

## **SECTION 32 - SEVERABILITY AND INTENT**

Should any part of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement which will continue in full force and effect.

This Agreement is not intended to be a third party beneficiary contract and confers no right or obligations on anyone other than the RTC and Contractor.

### **SECTION 33 - AUTHORIZED REPRESENTATIVE**

For purposes of this Agreement, notices and other communications shall be addressed to the respective parties as follows:

To the RTC:                Lee G. Gibson, AICP  
                                  Executive Director  
                                  Regional Transportation Commission  
                                  P O Box 30002  
                                  Reno, NV 89520-3002

To the Contractor:

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The RTC or Contractor may change its respective authorized representative upon written notice to the other party.

### **SECTION 34 - PURCHASING OF EQUIPMENT, SUPPLIES, AND SERVICES**

Purchases of equipment, supplies or services or recommendations to purchase made by the Contractor shall be made pursuant to federal and state laws and policies established by the RTC and shall be in compliance with the applicable Buy America regulations in 49 CFR part 661. EXHIBIT P of the RFP, incorporated herein by reference, includes a Buy America certification to be completed by Contractor.

Disadvantaged Business Enterprise (DBE) participation should be used to the greatest extent possible in the purchase of materials and services. These opportunities include but are not limited to: office supplies, equipment, vehicle parts, and consultant services.

### **SECTION 35 - AUDIT AND INSPECTION**

The Contractor shall permit any member of the RTC or authorized RTC representatives to inspect and audit all data and records of the Contractor or its assignees relating to its performance under this Agreement. To the extent that federal or state funds are involved, the right to inspect and audit shall extend to authorized representatives of the United States or any other department of federal or state government which demonstrates to the Contractor or RTC a legitimate interest in the operation of the System.

### **SECTION 36 - SECTION 13(C) AGREEMENT**

The Contractor agrees to abide by the terms and conditions of any agreement entered into by RTC pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, in the performance of its obligations hereunder, a complete copy of which has been provided by the RTC to Contractor.

### **SECTION 37 - DEBARMENT CERTIFICATION**

The Contractor shall be required to certify that it is not on the Federal Debarment list by completing the Debarment Certification form provided in EXHIBIT O of the RFP.

### **SECTION 38 - 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.

### **SECTION 39 - 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.

### **SECTION 40 - NON-DISCRIMINATION**

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

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

- a. Recruitment or recruitment advertising;
- b. Selection or training;
- c. Rates of pay and other forms of compensation;
- d. Employment upgrading;
- e. Demotion or transfer;
- f. Layoff or termination.

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

### **SECTION 41 - ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

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

### **SECTION 42 - CONSERVATION AND ENVIRONMENTAL REQUIREMENTS**

#### **Conservation, P.L. 94-163**

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

#### **Environmental Violations, 40 CFR PART 15**



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

### **SECTION 43 - RESTRICTIONS ON LOBBYING**

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

Each contractor is required to review the above referenced regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations (EXHIBIT Q of the RFP). Pursuant to federal regulations, the Contractor is required to have all subcontractors (at any tier) providing more than \$100,000 towards the contract also complete this Certification.

### **SECTION 44 - COVENANT AGAINST GRATUITIES**

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

### **SECTION 45 - TITLE VI, CIVIL RIGHTS ACT OF 1964, COMPLIANCE**

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

1. **Compliance with Regulations.** The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as "Regulations"), which are incorporated by reference and made a part of this contract.
2. **Non-Discrimination.** The Contractor, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for the work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by RTC or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required by a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to RTC or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-Compliance. In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, RTC shall impose such contract sanctions as it or the Federal Transit Administration shall deem appropriate, including, but not limited to:
  - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The Contractor shall include the provisions of this section entitled Title VI, Civil Rights Act of 1964, Compliance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as RTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request RTC to enter into such litigation to protect the interests if RTC and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 46 - LABOR PROVISIONS: WORK HOURS AND SAFETY STANDARDS ACT,  
40 U.S.C. SECTIONS 327-33, 29 CFR 5.5.(b)**

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation no less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

3. Withholding for Unpaid Wages and Liquidated Damages. DOT, FTA, or RTC shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.
4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in above paragraphs under the heading of Labor Provisions and shall also require subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.
5. The requirements of the clauses contained in 29 CFR Part 5.5. (b) or (a) through (d) above are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or the subcontractor for inspection, copying, or transcription by authorized representatives of DOT, the Department of Labor, FTA, or RTC. The Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **SECTION 47 - EXTENT OF AGREEMENT**

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral.

This Agreement may be amended only by written instrument signed by authorized representatives of the RTC and Contractor.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
A. Stanyan Peck, RTC Chief Legal Counsel

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By \_\_\_\_\_  
Lee G. Gibson, AICP, Executive Director

State of Nevada  
County of Washoe

This instrument was acknowledged before me on \_\_\_\_\_, 2010 by Lee G. Gibson, Executive Director of the Regional Transportation Commission of Washoe County.

\_\_\_\_\_  
Notarial Officer

\_\_\_\_\_

By \_\_\_\_\_

State of  
County of

On \_\_\_\_\_, 2010, before me, \_\_\_\_\_ personally

appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notarial Officer

# **EXHIBIT L**

## **13C AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Employee's length of service  
prior to adverse effect

Period of protection

1 day to 6 years  
6 years or more

equivalent period  
6 years

EXHIBIT L 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

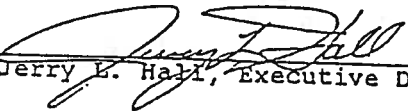
(24) If this Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the Federal Government and the applicant for federal funds, provided, however, that this agreement shall not merge in to the contract of assistance,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



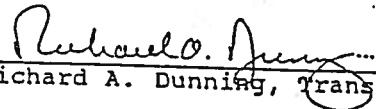
(25) In the event any project to which this agreement applies is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Company or other applicant for federal funds; provided, however, that this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

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


REGIONAL TRANSPORTATION COMMISSION

By   
Jerry L. Hall, Executive Director

TRANSIT MANAGEMENT OF WASHOE, CITIFARE

By   
Richard A. Dunning, Transit Manager

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

By   
Al D. Tarson  
Business Representative.

# **EXHIBIT M**

## **REFERENCES**

**EXHIBIT M**

**REFERENCES**

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

<b>Agency Name</b>	<b>Location</b>	<b>Contact Person</b>	<b>Telephone No.</b>	<b>Number and Type of Units</b>	<b>Delivery Date</b>

**EXHIBIT N**

**AFFIDAVIT OF NON-  
COLLUSION**

**EXHIBIT N**

**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 O**

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

**EXHIBIT O**

**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 P**

## **BUY AMERICA CERTIFICATE**



**EXHIBIT P**

**BUY AMERICA CERTIFICATION**

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

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

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

Date \_\_\_\_\_ Signature \_\_\_\_\_

Company Name \_\_\_\_\_ Title \_\_\_\_\_

OR

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

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

Date \_\_\_\_\_ Signature \_\_\_\_\_

Company Name \_\_\_\_\_ Title \_\_\_\_\_

**EXHIBIT Q**

**LOBBYING CERTIFICATE**

## EXHIBIT Q

### 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 \_\_\_\_\_

# **EXHIBIT R**

## **LIST OF SUBCONTRACTORS**

## EXHIBIT R – LIST OF SUBCONTRACTORS

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

# **EXHIBIT S**

## **SUBMITTAL STATEMENT**

## EXHIBIT S

### SUBMITTAL STATEMENT

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

FIRM NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
PRINT NAME

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
SIGNATURE

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

# **EXHIBIT T**

## **SAMPLE PERMORMANCE BOND**



**EXHIBIT T**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Regional Transportation Commission of Washoe County, hereinafter designated "RTC", has awarded to \_\_\_\_\_, hereinafter designated "PRINCIPAL," a Contract dated \_\_\_\_\_ for Professional Services of \_\_\_\_\_; and

WHEREAS, said PRINCIPAL is required under the terms of said Contract and by law under the provisions of NRS 339 to furnish a Bond for the performance of said Contract;

NOW THEREFORE, we, PRINCIPAL, and \_\_\_\_\_, hereinafter designated "SURETY," are held and firmly bound unto the RTC in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bounden PRINCIPAL, PRINCIPAL'S heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the Contract and any alterations made as therein provided, on PRINCIPAL'S part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning; and shall indemnify and save harmless the RTC, its officers and agents, as therein stipulated; then this obligation shall become null and void. Otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after completion and acceptance of the work done, during which time if the above-bounden PRINCIPAL, the PRINCIPAL'S heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the RTC from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), shall remain in full force and virtue; otherwise, the above obligation shall be void.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed there under, or to the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

And SURETY, for value received, further stipulates and agrees that should the RTC incur any attorney's fees or other expense for the enforcement of the Contract or this Bond, SURETY shall pay the same to the RTC.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_

PRINCIPAL

SURETY

By \_\_\_\_\_  
(SEAL)

By \_\_\_\_\_  
(SEAL)

# **EXHIBIT U**

## **VEHICLE ACCEPTANCE STANDARDS**

**EXHIBIT U**  
**VEHICLE ACCEPTANCE STANDARDS**

Prior to acceptance of any vehicle by Contractor, a detailed inspection will take place immediately prior to start-up with representatives of the Contractor, RTC and the current contractor agreeing upon damage and wear.

RTC and Contractor agree that vehicles will be delivered to Contractor in good condition and with each vehicle meeting or exceeding the following specifications:

1. Vehicle body and all attachments thereto will be free of dents and scratches in excess of 1" in length. All body parts shall be properly attached to vehicle chassis.
2. Exterior paint and decals shall be free from scrapes, scratches in excess of 1" in length and tar. All decals shall be properly applied and free from peeling.
3. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be free from side wall damage, shall have a minimum of 8/32 inch tread depth on front tires and a minimum of 6/32 inch tread depth on rear tires and shall be free from damage due to improper alignment or balancing or curb damage.
4. There shall be a spare tire and wheel meeting the standards of paragraph 3 above if the vehicle was so equipped when purchased by RTC.
5. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
6. All vehicle lights shall be in working order.
7. All decals or painting identifying the vehicle with a prior Contractor or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
8. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
9. All components of the emission control and exhaust system shall be free from leaks and be in proper operating condition. Vehicles shall have current state emission certification, if so required.
10. Vehicle engines shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing. If oil analysis is required by the incoming Contractor, the Contractor will pay that cost. If engine has been rebuilt, RTC shall supply documentation of rebuild and assure Contractor that engine rebuild meets manufacturer's specifications.
11. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage. If transmission has been rebuilt, RTC shall supply documentation of rebuild and assure Contractor that transmission rebuild meets manufacturer's specifications.

12. Vehicle electrical system shall be in proper operating condition. Alternator shall be supplying specified output and battery(ies) shall fall within manufacturers specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. Any alterations to wiring not completed by vehicle manufacturer shall be performed so as to not overload any circuit and not to cause any short circuit.
13. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturer's specifications.
14. All brake linings, drums and rotors shall meet manufacturer's specifications and shall have at least 50% life remaining. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
15. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.
16. The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tiedowns and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet state requirements.
17. Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
18. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device.
19. Vehicles shall have a current preventive maintenance inspection including oil and filter change, transmission service, etc., in accordance with the requirements of Contractor in this Agreement and state requirements.
20. Vehicles will have all current required state inspection and registration certificates, if required.
21. Vehicles will be cleaned to the standards of this Agreement and shall be completely fueled. All other fluid levels shall meet manufacturer's requirements.
22. All vehicle repair and inspection records shall be delivered with the vehicles.
23. All glass shall be free from chips, scratches and cracks. Some degree of sand pitting from normal wear is acceptable
24. All suspension and steering components shall be within the manufacturer's wear limits specifications and free from cracks and leaks.

All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Agreement.

In order to ensure compliance with the above requirements, the following procedures will be used by RTC and Contractor:

- a) At a place and time mutually agreed to by RTC and Contractor, which shall occur approximately 15 days prior to the start of service by Contractor under this Agreement, RTC and Contractor, shall jointly inspect the vehicles to be provided by RTC to Contractor. During such inspection, defects to vehicles shall be noted.
- b) After the initial inspection, RTC shall ensure that all defects noted and agreed upon are repaired prior to Contractor starting service under the terms of this Agreement.
- c) Upon delivery of the vehicles to Contractor, RTC and Contractor will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection were completed and that all vehicles are in compliance with this exhibit.
- d) In the event the final inspection reveals defects in the vehicles as specified in this Exhibit, then RTC will have these items repaired or authorize Contractor to repair the items at the rate of \$45.00 per hour labor plus Contractor's cost for all materials and supplies required to repair defects.

**EXHIBIT V**

**DBE FORM**

**EXHIBIT V – DBE FORM**

**REGIONAL TRANSPORTATION COMMISSION  
BIDDERS LIST INFORMATION FORM  
(49 CFR PART 26.45)**

In accordance with 49 CFR part 26, the Regional Transportation Commission (RTC) must create a bidder’s list of all DBEs and non-DBEs that bid or quote on DOT-assisted contracts. The purpose of this requirement is to collect information to assist in the calculation of the RTC’s annual overall goal. Please complete the information below on all firms that provide you bids or quotes, even if you do not use their bid.

Firm Name	Address	Phone	DBE	Non-DBE	Age of Firm	Annual Receipts/ Type of Work
			(Check One)			