



Neighbor Network of Northern Nevada (N4)
Provisions and Requirements
Request for Proposal #102020-RFP

This is not an order.

RFP Reference #: 102020-RFP

ADVERTISED RFP: Contractor for Mobility as a Service (MaaS) software designed for rural Nevada. The Neighbor Network of Northern Nevada (N4) invites interested parties to submit proposals for a new statewide coordinated transit system in 12 counties in Northern Nevada for a two-year pilot project. Proposals shall be submitted in accordance with the “RFP Requirements” (Section 10).

RELEASE DATE OF PROPOSAL: 10/30/2020

Proposals shall be submitted via email no later than 5:00 p.m. PST on 11/20/2020 to:

Amy Dewitt-Smith
Executive Director
Neighbor Network of Northern Nevada
Email: amy@neighbornv.org.

Please do not send RFP by postal mail or facsimile.

Overview: The Neighbor Network of Northern Nevada (N4) intends to design and support a collaborative statewide coordinated transit system by implementing a two-year pilot project in the rural areas of Northern Nevada. N4 will help facilitate the project using a human-centered design approach for building strategic partnerships and obtaining feedback from community members. This project builds upon multiple previous transportation planning projects with solutions based off of stakeholder feedback, to include information from state agencies, aging and disability service organizations, and community members who utilize transit services.

Incorporated as a 501(c)3 nonprofit organization in May 2015, N4 connects people living in Northern Nevada for inclusive, community-based services, volunteer opportunities, and affordable transportation. N4 was designed using the senior village model, although with a greater focus on social equity within its diverse programs and projects. By valuing the assets and gifts of each community member and organizational partner, N4 is shaping the culture in Northern Nevada to ensure everyone has full community access. N4 is solution-driven and committed to addressing social isolation within the most vulnerable populations to improve health and wellbeing. N4's programs serve a variety of individual needs, including supporting people with intellectual, developmental, and physical disabilities, people living with dementia, and their family care partners. Current programs include:

- **Community Care** provides people with disabilities and older adults in-home and community-focused services that increase engagement by using a person/family-

- centered approach to care planning. Types of services offered include respite services for family care partners, companion services, personal care, social, recreational and educational activities, care consultation/options counseling, and opportunities for civic engagement and self-advocacy. N4 also provides non-medical transportation in Community Care as a Nevada Medicaid home and community-based service provider.
- **N4 Connect** helps people with disabilities and adults over 60 access affordable supplemental transportation with a 50% discount on Lyft rides. N4 Connect members receive up to \$160 worth of Lyft rides per person each month and have the option of learning how to use Lyft with their personal smartphone, or by contacting the N4 office to schedule a concierge Lyft ride if they do not own a smartphone.
 - The **Time Exchange** is a way for people to give and receive services without exchanging money. When a member provides a service to another member, one hour, or one time credit, is earned for each hour spent providing the service. Members can then exchange their time credits for an hour of service from someone else. One hour of service provided during an exchange is valued the same, no matter the type of work.
 - The **Volunteer Village** builds partnerships with local organizations. N4 members can opt into the volunteer pool without enrolling in the time exchange to help people become more comfortable with serving their community. This past year, more than 300 community volunteers have contributed over 1,000 hours helping various service organizations in Northern Nevada.

Additional information about N4's programs can be found at: <http://neighbornv.org/>.

With federal and state funds, N4 aims to develop a collaborative statewide coordinated transit system using new software. This new software must support MaaS to include a corresponding smartphone application to improve efficiency and cost-effectiveness by connecting all transportation modes within specific communities and incorporating currently underutilized vehicles. Ideally, the new software will let users know, not only which vehicles are available for rides, but also how many seats are available for already scheduled rides to support more shared rides and trips that cross city and county lines.

This project does not intend to replace existing transportation service systems in Nevada's communities; rather, it will enhance these diverse systems by providing a high-level network to track data and coordinate rides statewide. In collaboration with multiple community partners across Northern Nevada, the N4 Connect Statewide Coordinated Transit System pilot project will include at least quarterly education and outreach in urban, suburban, rural, and frontier areas using a human-centered design approach for building strategic partnerships, obtaining feedback from community members, designing a new statewide transit system, and providing training and technical assistance to implement this new system. Communities to be engaged during this

two-year grant cycle include Washoe, Storey, Lyon, Carson, Douglas, Pershing, Humboldt, Churchill, Elko, Lander, White Pine, and Eureka counties in Northern Nevada (Exhibit A).

1. ELIGIBILITY

- a. Scope of work: Projects must include the following products and service specifications.

Online platform shall include: 1) same day ride scheduling and 90+ days in the future, 2) ride cancelation, 3) ride changes/updates, 4) ability to add funds to individual accounts, 5) view of trips, and 6) effective reporting.

Smart phone app shall include: 1) same day ride scheduling and 90+ days in the future, 2) ride cancelation, 3) ride changes/updates, and 4) view of trips

Preference will be given to proposals with options for volunteer driver engagement in transportation deserts (frontier areas).

Year 1:

- Technology transfer & 24/7 implementation support
- MaaS technology set-up fees for 6 agencies plus a Maas mobility management platform
- Maas technology maintenance for 6 agencies

Year 2:

- Technology transfer & 24/7 implementation support
- MaaS technology set-up fees for 12 agencies plus API integration
- MaaS technology maintenance for 12 agencies

2. TYPE OF CONTRACT

- a. Contract(s) entered into as a result of this RFP will be based on competitive negotiations. Contract(s) will begin no later than January 1, 2021, for a two (2) year period with an opportunity for contract renewal and expansion based on performance and funding availability.
- b. This is a fixed unit price contract, based on the cost per agency per project year (see Section 1 above);
- c. N4 is not obligated to accept the lowest priced proposal, however, will make any awards based on the best value to N4, the project partners, and riders, as well as other performance-based factors.

3. ADDENDA TO RFP

- a. In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all parties who received the initial RFP.

4. CONTRACTOR'S RESPONSIBILITIES

- a. The selected contractor will be required to assume the responsibility for all products and services offered in their proposal, including services by subcontractor(s). N4 will consider the selected contractor to be the sole point of contact with regard to contractual matters, including the payment of any and all charges resulting from the contract.
- b. Customer service: Contractor shall be responsible for the customer service aspect of the project platforms, including but not limited to: answering questions and responding to all partner agency requests for information and support relating to the project. Contractor shall be responsible for outstanding customer service in keeping with N4's expectations.
- c. Complaint procedures: Contractor shall be responsible for handling customer complaints regarding the technical and customer service aspects of the software utilized. Contractor shall use the standardized forms provided. Upon resolution or escalation, contractor shall make a copy of the report(s) available to N4. Contractor shall report any serious problems to N4 as soon as practicable.
- d. Risk management: Contractor is encouraged to have a risk management plan in place. Risk management includes but is not limited to: identification, measurement and analysis of risks, elimination or reduction of hazards, assumption of risk; and a loss control program.
- e. Insurance: Contractor is responsible to secure and maintain, at its own expense, necessary insurance.
- f. Travel expenses: Contractor is responsible for all travel costs associated with its employees and subcontractors (if applicable) participating in this project.
- g. Emergency operations: Contractor shall cooperate, as needed, with N4 and agency partners on the execution of any state or local plans or transportation annex in the event of an emergency, although contractor shall retain full control over the management of its own employees.
- h. Marketing, public relations, and media relations: N4 shall provide all marketing, public relations, and media relations for the project, although contractor is expected to cooperate with and support these efforts. Contractor shall direct all media inquiries to N4's executive director.
- i. Performance requirements: Contractor shall strive to design and implement a regional multimodal network for Mobility as a Service to maximize ridership, increase cost effectiveness, and improve on-time performance for agency partners. N4 and contractor will jointly develop a comprehensive program evaluation methodology to evidence project outcomes are being met.
- j. Monitoring and reporting: Contractor shall be entirely responsible for software functionality, including training key project staff at partner agencies to utilize the system. N4 reserves the right to monitor system operations as necessary and to make appropriate recommendations for adjustments. Contractor shall implement

the agreed upon adjustments in a timely manner. N4 and contractor shall jointly establish reporting requirements on a scheduled basis.

5. STATEMENT OF FINANCIAL ASSISTANCE

- a. The project described herein will be funded in-part with financial assistance from the Federal Transit Administration (FTA), Nevada Department of Transportation (NDOT), Nevada Department of Health and Human Services (DHHS), Nevada Aging and Disability Services Division (ADSD), and the Nevada Statewide Independent Living Council (SILC). Any contract for the performance of services pursuant to this RFP will be subject to the applicable terms and conditions of the financial assistance contract with these agencies as well as others that may arise during the term of the contract.
- b. Should funding sources change or terminate, the contract may terminate as well.

6. ETHICS

- a. The contractor shall maintain a written code or standard of conduct which shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by federal and state funds. No employee, officer, board member, or agent of the contractor shall participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved.

7. MATCHING FUNDS

- a. The selected contractor(s) are expected to collaborate with N4 to find and secure matching funds.

8. RFP CONTACT PERSON

- a. Until the receipt and opening of proposals, applicants' principal contact with N4 will be as listed below. All questions are to be submitted in writing by email to N4's executive director. Questions considered proprietary will only be answered to the proposer who asked the questions. Other questions that may clarify an item in this RFP may be sent to all applicants. Questions will only be received through 12:00 p.m. PST on 11/12/2020.

Amy Dewitt-Smith
Executive Director
Neighbor Network of Northern Nevada
Email: amy@neighbornv.org

- b. All contact regarding the proposal should be with the above-named individual only.

9. RFP REQUIREMENTS:

- a. SUBMISSION OF RFP DOCUMENT:
 - i. Proposals must be submitted as one (1) PDF document to include a title page showing the RFP subject, applicant name, address, telephone

number, and name and email address of a contact person. The proposal must be received on or before the date and time set for receipt of proposals.

- ii. The proposal must include a statement as to the period during which the proposal remains valid. For the purposes of this RFP, the period must be at least sixty (60) days.
- b. PROPOSALS SHALL CONTAIN THE FOLLOWING INFORMATION:
- i. Cover letter, signed by an officer of the applicant, which states that the information contained within the proposal is accurate and complete
 - ii. 102020-RFP Questionnaire (Exhibit B)
 - iii. Budget and budget justification
 - iv. Resumé with work history of key personnel to be assigned to this project, including a project manager and any corporate or other technical assistance/consulting staff (internal or external)
 - v. At least three (3) reference contacts on similar or pertinent projects.
 - vi. Copy of the most recently completed financial audit
 - vii. Lobbying certification (see Exhibit C) – signed by an authorized officer of the applicant
- c. SHORT LISTED
- i. The selected recipients may be requested to provide company specific policy and procedures. This would include the ability to meet specific FTA regulations.
- d. COMPLETED PROPOSALS shall be sent to the email address indicated below. Further, applicants should indicate “102020-RFP” in the email subject line.

Amy Dewitt-Smith
Executive Director
Neighbor Network of Northern Nevada
Email: amy@neighbornv.org

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10. EVALUATION OF PROPOSALS:

- a. Proposals submitted will be evaluated by the N4 review and selection committee.
- b. The committee may call for virtual interviews. N4 reserves the right to retain all proposals submitted.
- c. The following categories will be evaluated in the selection process (100 points possible):
 - i. Presentation (10 points): Proposal is organized and satisfies all requirements of the RFP.

- ii. Availability & Capacity (20 points): Applicant demonstrates availability of key project team members for the duration of the project and has experience with similar projects, to include rural transit, MaaS, and multimodal networks.
- iii. Product Specifications & Functionality (30 points): Proposal includes software specifications and functions required for the project.
- iv. Project Approach (20 points): Applicant demonstrates thorough understanding of the scope of the project and its role and responsibilities within the transit system.
- v. Cost Effectiveness & Sustainability (20 points): Proposed budget is realistic, cost-effective, and reasonably sustainable.

11. RIGHT TO REJECT PROPOSALS:

- a. Submitting of a proposal indicates acceptance by the contractor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted, and confirmed in the subsequent contract between N4 and the contractor selected.
- b. N4 reserves the right to reject any or all proposals for a sound documented business reason and to award the applicant N4 deems most qualified and whose award of the contract will be in the best interest of N4 and agency partners.
- c. Late proposals will not be accepted.

12. ATTACHMENTS

- a. Exhibit A – Project Service Area
- b. Exhibit B – 102020-RFP Questionnaire
- c. Exhibit C – Required Federal Clauses
- d. Exhibit D – Solicitation Provision Protest Procedure

* * * *End of Document* * * *

Exhibit A: Project Service Area Map

Communities to be engaged during the two-year grant cycle for the N4 Connect Statewide Coordinated Transit System include Washoe, Storey, Lyon, Carson, Douglas, Pershing, Humboldt, Churchill, Elko, Lander, White Pine, and Eureka counties in Northern Nevada.

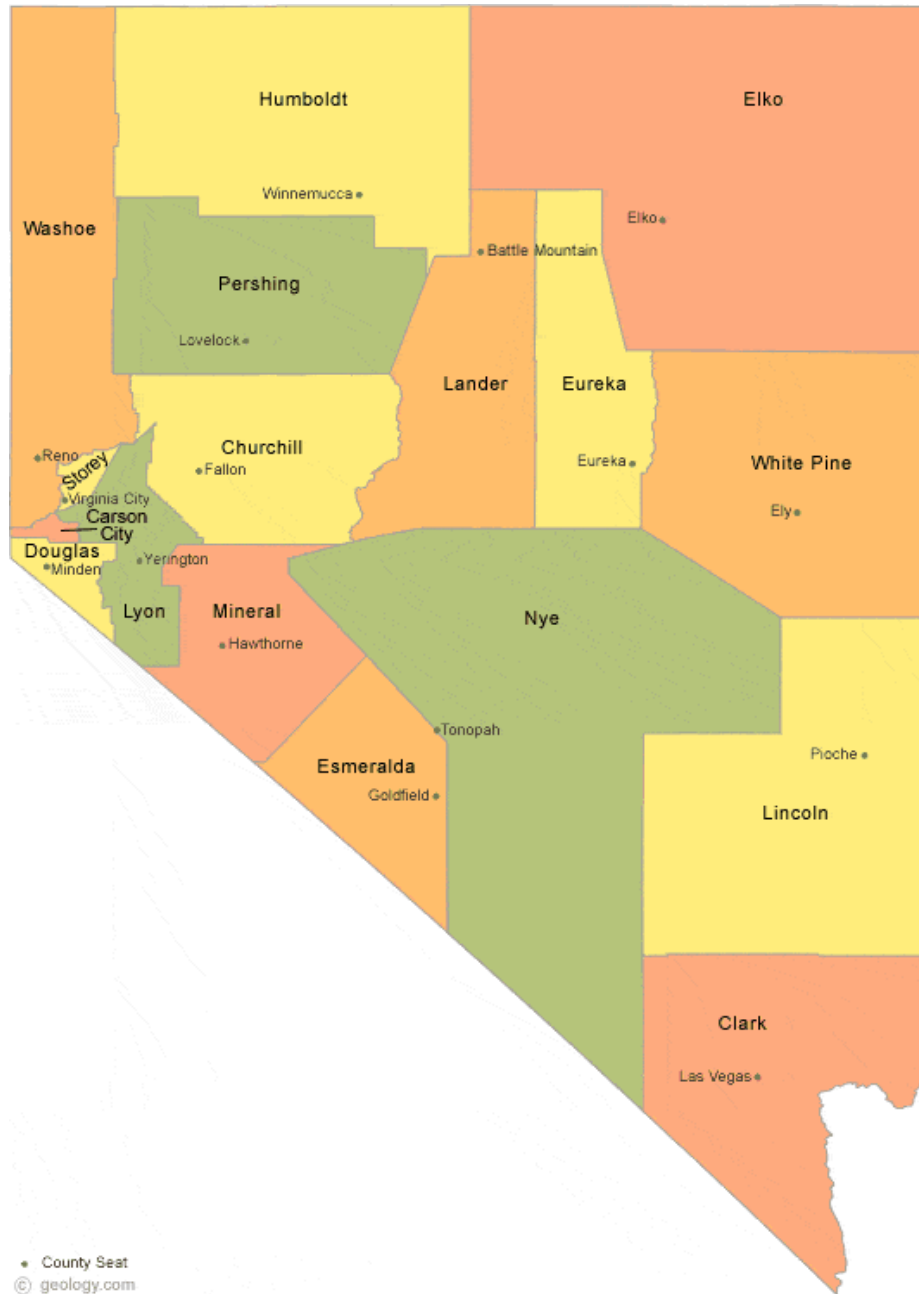


Exhibit B: 102020-RFP Questionnaire

Applicant name: _____

Availability & Capacity

Please provide the following information about your company.

1. A brief history of the company, including how long it has worked with the transportation industry, and a description of key transportation customers.
2. Company's capacity to take on additional work, including the depth of its development and customer service staff
3. Whether your company is a public or private company and is licensed to work in the United States.
4. A statement as to the financial viability of your company. Please disclose if the company is currently in litigation and/or a reorganization process.

Product Specifications & Functionality

Please indicate each specific function for which your product is currently active or, if in development, the date that functionality is expected to be operational. Please note: N4 does not expect any one vendor to provide all of the functionality listed below.

| Yes, currently operational | If in development, date will be operational | Function |
|----------------------------------|--|---|
| | | Case Management Staff |
| | | Platform provides/maintains data in HIPAA-compliant format |
| | | Staff have access to a portal to request trips for riders |
| | | Staff can book trips in advance |
| | | Staff can book trips on the supported modes |
| | | Staff can easily customize rider needs and preferences for trips |
| | | Staff can view/track trips in real-time on the supported modes |
| | | Staff receive reports of trip cancellations/no-shows and associated user fees |
| | | Staff can establish profiles for riders, including frequent locations and special accommodations |
| | | Staff can track spending on individual riders and as a total for their organization |
| | | Transportation/Mobility Management Staff |
| | | Platform provides hierarchy of transportation providers for assigning trips (e.g. all trips go to Agency A unless rejected) |
| | | Staff can establish provider hierarchy through parameters such as cost, vehicle capacity, etc. |

| | | |
|--|--|---|
| | | Transportation operators can update service parameters in real-time (e.g. available seats) as well as more sustained parameters (e.g. service area) |
| | | Staff can manually override hierarchy for unique cases |
| | | Drivers receive real-time routing and trip updates |
| | | chaining |
| | | Mobility management staff have access to web portal to track and manage trips |
| | | Drivers are able to document the completion of a trip through an app |
| | | For a given trip, platform provides travel options information that incorporates existing public transit services and routes |
| | | Platform can provide user with mobile ticket for public transit (dependent on transit agency's capabilities) |
| | | Platform provides GPS-based automatic/dynamic routing, including trip chains |
| | | Platform automatically groups trips whenever possible to maximize trip efficiency |
| | | Staff can geo-/time-fence available trips |
| | | Staff can view and accept/deny trips |
| | | Platform can incorporate ride hailing services (TNCs, taxis) |
| | | Platform can incorporate volunteer driver programs |
| | | Platform can talk to NEMT brokerage software |
| | | Passengers |
| | | Receive trip confirmations and reminders |
| | | Can view schedule/upcoming trips |
| | | Can interact with service through phone, web, or app |
| | | Can view fixed route-transit information |
| | | Billing and Reporting |
| | | Platform can assign trips to specific funding streams |
| | | Platform allows for customer-direct billing |
| | | Platform allows for monthly billing based on per-mile costs |
| | | Platform allows for direct billing to Medicaid, Medicare (dependent on state Medicaid office policy) |
| | | Platform captures reasons for no-shows and cancellations, and associated user fees |
| | | Platform provides performance reports to transportation and case management staff |
| | | Training and Customer Service |
| | | Provide in-person training |
| | | Provides responsive technical support |
| | | Monitors trips 24/7 |

Narrative Questions

For each function above you have indicated is currently operational in your product, please provide a description of how the product performs that specific function. Please also reference a specific project in which that function has been operational and provide contact information for the project manager so N4

can learn more details about the project. You should highlight any other product features not mentioned above that would potentially fit into the implementation of your software/app for multimodal trip management, again referencing specific projects in which that function has been effective and contact information for the project manager.

| Function | Description | Project name & contact person |
|--|-------------|-------------------------------|
| Case Management Staff | | |
| Transportation / Mobility Management Staff | | |
| Passengers | | |
| Billing & Reporting | | |
| Training & Customer Service | | |
| Other features (if applicable) | | |

Project Approach

1. Name of company’s software platform and current release date and version
2. Process for updating software, including how those updates are communicated to customers and ways in which the updates may change the customer’s experience with the software
3. Hosting platform on which the solution relies
4. Technology incorporated into the software app, such as Google maps, GPS, Amazon web services, etc.
5. Licensing information and requirements
6. The solution’s service level agreement that includes uptime guarantees and support response times, along with defined remedies in the event they are not met
7. Minimum version of web browsers or mobile operating systems that are supported
8. Estimated amount of time it would take to establish platform in any proposed service area
9. Please state your company's ability to: 1) design, implement, and maintain an efficient and high quality MaaS software platform; 2) serve people with disabilities and older adults with dignity and respect; 3) establish and maintain excellent working relationship with partner organizations; and 4) meet rural public transit requirements associated with Federal Transit Administration (FTA).

**Exhibit C: Required Federal Clauses
(Professional Services, A&E Contracts Exceeding \$100,000)**

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NOTE: The Lobbying certification must be signed by an Authorized Official of the Proposer and returned with the proposal.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions 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 this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, 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 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS (EEO, TITLE VI & ADA)

The following requirements apply to the underlying contract:

(1) 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. § 5332, 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.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) 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.

(c) 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.

(3) 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.

INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

The Contractor agrees to comply with 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.

TERMINATION PROVISIONS

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

b. Termination for Default [Breach or Cause] (General Provision) 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, City 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 City 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, City, 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.

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

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

Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under the contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

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

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000).*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(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, U.S.C. § 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official
Name/Title of Contractor's Authorized Official
Date

CLEAN AIR

(1) 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.

(2) 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.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) 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.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.00%. A separate contract goal has not been established for this procurement.
- b. The contractor 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 this DOT-assisted contract. 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 City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.
- e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

ADA ACCESS

The Contractor agrees to comply with 49 CFR Part 27, the purpose of which is to carry out the intent of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Contractor shall ensure that the design, construction or alteration of buildings or other fixed facilities by the City – a recipient of Federal financial assistance from the Department of Transportation – shall be in conformance with 49 CFR Part 27.

Purpose: The Neighbor Network of Northern Nevada (N4) is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment. N4's procedure for addressing third-party procurement protests is described herein. N4 shall attach this protest procedure to all solicitations for products and services having an estimated value of \$100,000 or greater.

I. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (letter on official company letterhead sent via email or postal mail) to the Procurement Officer, as specified below, no later than ten (10) business days prior to the deadline for submission of bids/proposals. The Procurement Officer may, within their discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests no later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Procurement Officer as the result of a protest, the postponement will be announced through an addendum to the solicitation. The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth by the FTA.

II. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals, but before contract award by N4, protests shall be limited to those protests alleging a violation of federal or state law, a challenge to the bid/proposal evaluation and award process, N4's failure to have or follow its protest procedures, or its failure to review a complaint or protest. Such protests shall be submitted in writing (letter on official company letterhead sent via email or postal mail) to the Procurement Officer, as specified below, no later than five (5) business days after the recommendation for contract award announcement by N4. The Procurement Officer may, within their discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests no later than three (3) business days prior to the date N4 shall announce the contract award. The decision by the Procurement Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by FTA.

III. Requirements for Protests

All protests must be submitted to N4 in writing (letter on official company letterhead sent via email or postal mail), with sufficient documentation, evidence, and legal authority to demonstrate the protestor is entitled to the relief requested. The protest must be certified as

being true and correct to the best knowledge and information of the protestor and be signed by the protestor. The protest must also include an email and mailing address to which a response should be sent. Protests received after the deadline for receipt of protests specified above are subject to denial without any requirement for review or action by N4. All protests must be directed in writing (letter on official company letterhead sent via email or postal mail) to the Procurement Officer at the email and/or mailing address shown in the solicitation documents.

IV. Protest Response

The Procurement Officer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by email and postal mail to the email and mailing address indicated in the protest letter. The protest response transmitted by postal mail shall be the official N4 response to the protest and N4 will not be responsible for the failure of the protestor to receive the protest response by email.

V. Review of Protests by the Nevada Department of Transportation (NDOT)

All protests involving contracts financed with Federal assistance shall be disclosed to NDOT. Protesters shall exhaust all administrative remedies with N4 prior to pursuing protests with NDOT. NDOT limits its review of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Consistent with NDOT's *Vendor Handbook*, appeals to NDOT must be received within five (5) working days of the date protestor has received actual or constructive notice of N4's final decision, or within five (5) working days of the date protestor has identified other grounds for appeal to NDOT.